

ENGINEER OF WORK

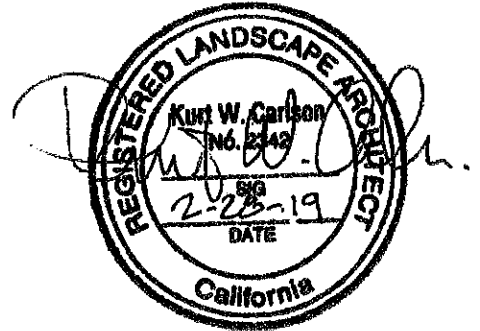
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Architect:

Kurt W. Carlson 3-14-18

1) Registered Architect

Date

Seal:



Sam M

2) For City Engineer

3/15/18

Date

Seal

C 73711

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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 **Rancho Mission Canyon Park ADA Upgrades**. 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 web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,380,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 19, 2018 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 classification(s) are required for this contract: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	4.8%
2. ELBE participation	6.3%
3. Total mandatory participation	11.1%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Attend the Pre-Bid Meeting as described herein.
 - 7.2.2. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.3. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. PRE-BID MEETING:

- 8.1. Prospective Bidders are **required** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts 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: April 5, 2018
Time: 9:30 AM
Location: 525 B Street, Suite 750, MS 908A (Wada Conference Room), 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. **PRE-BID SITE VISIT:** All those wishing to submit a bid **MUST** visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

Time: 11:30 AM
Date: April 5, 2018
Location: Rancho Mission Canyon Park, 6005 Larchwood Avenue, San Diego, CA 92120

10. AWARD PROCESS:

- 10.1. 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.
- 10.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 10.3. 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.

- 10.4. The low Bid will be determined by the Base Bid plus all alternates.
- 10.5. 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.

11. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750, MS 908A
San Diego, California, 92101
Attention: Angelica Gil

OR:

AngelicaG@sandiego.gov

- 11.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 11.3. 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.
- 11.4. 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.

12. ADDITIVE/DEDUCTIVE ALTERNATES:

- 12.1. 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.
- 1.3. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

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

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

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter 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, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
- 2.7.1. Important Note:** Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
- 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 6. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
- 8. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. INSURANCE REQUIREMENTS:

- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
- 9.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

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

11. CITY’S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City’s eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

- 12. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
- 14. SUBCONTRACTOR INFORMATION:**
- 14.1. LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited

at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

- 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:**
- 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) FOR DESIGN-BID-BUILD CONTRACTS:

- 21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

- 22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

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

24. THE CONTRACT:

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

- 24.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

27. PRE-AWARD ACTIVITIES:

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

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

(Premium subject to adjustment based on final contract price)

Premium: \$20,009

Bond No.: 1001097078

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

R.E. Schultz Construction, Inc., a corporation, as principal, and
U.S. Specialty Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Million Six Hundred Fifty Thousand Eight Hundred Sixty Eight and Zero Cents
(\$1,650,868.00) for the faithful performance of the annexed contract, and in the sum of **One Million**
Six Hundred Fifty Thousand Eight Hundred Sixty Eight and Zero Cents (\$1,650,868.00) 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 May 17, 2018

Approved as to Form

R.E. Schultz Construction, Inc.

Principal

By 
Richard Schultz,
President


Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

U.S. Specialty Insurance Company

Surety

By 
Blake A Pfister,
Attorney-in-fact

801 S Figueroa St #700

Local Address of Surety

Los Angeles, CA 90017

Local Address (City, State) of Surety

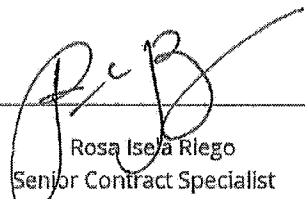
310-649-0990

Local Telephone No. of Surety

Premium \$20,009

Bond No. 1001097078

Approved:

By 
Rosa Iseña Riego
Senior Contract Specialist
Public Works Department

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On May 17, 2018 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 *Lianne Nahina*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond 1001097078 Document Date: May 17, 2018
Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: -----
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: U.S. Specialty Insurance Company

Signer Is Representing: _____

POWER OF ATTORNEY

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

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

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$**5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

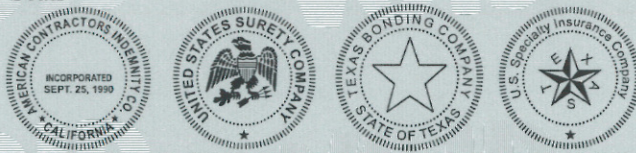
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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 Los Angeles SS:

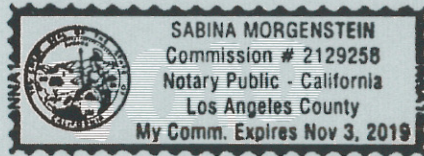
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

[Signature]

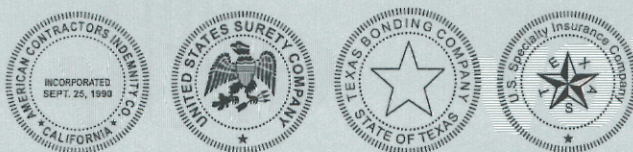
(Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of May, 2018.

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. 1001097078
Agency No. 3074

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

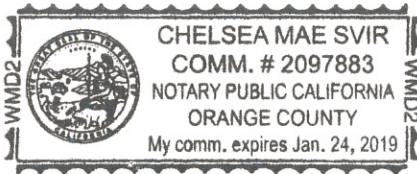
On May 21, 2018 before me, Chelsea Mae Svir, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard Schultz
Name(s) of Signer(s)

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

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 Chelsea Mae Svir
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Upgrades to the existing children's play area, picnic area, exercise station and associated paths of travel including an access drive and two new ADA parking spaces.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39978-1-D through 39978-36-D** inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

6005 Larchwood Avenue, San Diego, CA 92120
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **200 Working Days**.

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

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

The **Normal Working Hours** are 7:00 AM to 4:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least 30% of the base Bid **AND** 30% of any alternates.

- 2-5.3.3 Shop Drawings.** ADD the following:

Item	Subsection No.	Title	Subject
7	303	Low Decorative Wall	Concrete and Masonry Construction
8	304-4.4	Shade structure steel	Specialty Metal Fabrication

ADD:

2-5.3.7 Samples and Mock-ups.

You shall provide samples of the following materials in the quantities required for approval by the City with coordination by the Landscape Architect. Materials shall be delivered 60 calendar days minimum prior to their incorporation into the work.

- 1) Concrete paving with broom finish (4-ft. X 4-ft.), expansion joints, scoring lines, and stain.
- 2) Concrete paving with sandblast pattern (4-ft. X 4-ft.) mock-up with both broom finish areas and sandblasted areas.
- 3) Low Decorative Wall with sandblast pattern (1'-6" high X 1'-10" wide X 4-ft. long) mock-up with sample of sandblast pattern and formed wall finish. To be incorporated into final wall, if accepted.
- 4) Stabilized Decomposed Granite
- 5) Shade fabric sample swatch
- 6) Fencing material and color
- 7) Wood chip mulch
- 8) Biofiltration soil media
- 9) Cobble/rock for bio-basin

ADD:

2-5.3.8 Specialty items.

Contractor shall provide one (1) complete set of Specialty Item information electronically to the Resident Engineer for approval. It shall include manufacturer's data sheets, testing information, color, texture and finish samples for all the following specialty items:

- 1) Playground surfacing
- 2) Playground (tot-lot) equipment
- 3) Site Furnishings (including, but not limited to, Light pole and fixture, Drinking Fountain, Benches, Picnic Tables, Fitness Equipment, Bollards, Trash and Recycling Receptacles, Fence, and Pilasters.)

- 4) Photographs of landscape and playground boulders showing sizes and full shapes
- 5) Photographs and nursery sources for all Trees
- 6) Photographs and nursery sources for all Shrubs
- 7) Photographs and nursery sources for all Sod

2-5.4.2 Asset Specific Redlines. To the "WHITEBOOK", Item 1, ADD the following:

- u) Dimensions for all installed remote control valve wire, flow sensor wire and master valve wire. Include number of spare wires at each location, and wire splice locations (if located other than inside remote control valve boxes and pull boxes).
- v) Dimensions for all new pressure line tie in locations to existing mainline.

2-7 SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 1. Report of Geotechnical Investigation dated November 8, 2016 by Geocon Incorporated.
5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/vyae9tsgnve4yq6t>

2-9.1 Permanent Survey Markers. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

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 (or the private owner for Permit Work) shall perform 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 or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD:

2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

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

SECTION 3 – CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".

4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.4 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.5 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.

2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.

2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>

4-1.3.4 Inspection Paid For By the Contractor. To the "WHITEBOOK", ADD the following:

1. The special inspections required are listed as follows:
 - a) Third Party Play Surfacing certification for impact attenuation standards
 - b) Shade structures inspections
 - c) Play equipment installation inspections
2. The contractor shall be responsible for providing an independent third party audit of the playground area, safety surfacing, and all play equipment. The audit shall be conducted by a NRPA / NPSI certified playground safety inspector in accordance with NPSI standards. the audit shall determine compliance of the playground area, safety surfacing, and all play equipment with the most current versions of accessibility and safety standards, including the following: Americans with Disabilities Act (ADA); Consumer Product Safety Commission (CPSC) handbook for public playground safety; the American

Society for Testing and Materials (ASTM) standard consumer safety performance specification for playground equipment for public use (ASTM F1487) and standard specification for impact attenuation of surface systems under and around playground equipment (ASTM F1292) and standard specification for determination of accessibility of surface systems under and around playground equipment (ASTM F1951). Poured-in-place playground safety surfacing shall be tested on site after installation in accordance with ASTM F1292; manufacturer's certification is not acceptable.

The contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the audit, at no charge to the city. The contractor shall provide to the resident engineer and project manager a signed letter stating that the playground area, safety surfacing and play equipment comply with all current applicable accessibility and safety standards. The letter shall include an itemized list corresponding to each audit item, describing all corrections and the date each correction was completed. If applicable, the letter may state that any equipment in question is certified by International Playground Equipment Manufacturers Association (IPEMA). Provide manufacturer's proof of IPEMA certification.

4-1.3.5 Special Inspection. To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

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

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 - UTILITIES

5-6 COOPERATION. To the "GREENBOOK", ADD the following:

1. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Rancho Mission Canyon Park ADA Upgrade, S-15004**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-8.1.1 Requirements Preparatory to Requesting a Walk-through. To the "WHITEBOOK", ADD the following:

2. You shall notify the Engineer to arrange a final inspection of permanent BMPs installed and shall obtain the completed, signed, and stamped DS-563 Form 30 Days prior to the issuance of the Notice of Completion.

ADD:

6-8.1.3 Site Observation Visits.

Observations herein specified shall be made by the City. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1) Prior to commencing grading, a preconstruction conference shall be held at the site with the City, grading contractor, landscape architect, civil engineer, and geotechnical engineer in attendance.
- 2) The Contractor shall review and document the operation of the existing irrigation system prior to any site disturbance, noting locations and any nonfunctioning or malfunctioning equipment, piping, and/or wiring.
- 3) Review of paving and site furnishing samples.
- 4) Review and tagging of trees.
- 5) Review and approval of layout of concrete formwork.
- 6) Review and approval of landscape and playground boulder placement.
- 7) Review of tot-lot subgrade, playground equipment placement, and location of equipment footings.
- 8) Review of existing irrigation systems, operation and coverage.
- 9) Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, automatic controller and sprinkler heads.
- 10) Review of operation of automatic irrigation valves, rain sensor and flow sensor.
- 11) Review of irrigation mainline, lateral line pressure tests.
- 12) Review of irrigation swing joint assembly installation.
- 13) Sprinkler coverage tests (provide automation from controller at time of test).
- 14) Review of playground safety surfacing wear-coat layer after placement and prior to being fully cured, when still able to be manipulated.
- 15) Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
- 16) Upon delivery of plant materials to the project site.
- 17) When trees and shrubs are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing

rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.

- 18) When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work by the City shall establish the beginning of the maintenance and plant establishment period.
- 19) At the completion of the plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of

cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

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

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

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

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

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

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

7-4.1. Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-8.6.2.2 EROSION CONTROL. To the "WHITEBOOK", ADD the following:

8. Graded, disturbed, or eroded areas to be treated with a non-irrigated hydroseed mix shall receive an interim binder/tackifier as needed between April 2nd and August 31st for dust-erosion control with subsequent application of hydroseed mix during the rainy season between October 1st and April 1st per City landscape revegetation requirements.

a) Fiber mulch shall be applied at a minimum rate of 2,000 pounds per acre except when used in conjunction with straw mulch when it shall be applied at a minimum rate of 400 pounds per acre.

- b) A wetting agent consisting of 95 percent alkyl polyethylene glycol ether shall be applied as per manufacturer's recommendations.
- c) Equipment for the application of slurry shall have a built-in agitation system to suspend and homogeneously mix the slurry. The slurry mix shall be dyed green. The equipment must have a pump capable of applying slurry uniformly.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. To the "GREENBOOK", ADD the following:

You shall provide visual warning and control around the perimeter of the work. Provide safety orange, 36 inches high plastic mesh fencing supported by steel posts driven into ground.

ADD:

7-9.3 Tree Protection Barricades.

You shall field identify all trees that are to be saved in their current locations with colored flagging tape for approval by Resident Engineer before any work is begun.

Prior to the commencement of any construction activities, the Contractor shall erect construction fencing minimum 5' high around the drip line of the tree or cluster of trees to protect the entire area. The barricade fencing shall be erected outside of the drip line of the tree to be protected.

No material shall be stored nor shall equipment be permitted within the fenced area.

No pruning of the tree canopy shall be permitted without written recommendation of a certified arborist submitted and approved by the City.

No digging or excavation shall occur under the drip line of the tree unless authorized by the City.

Failure to properly protect the identified trees may result in charges against your account based on the assessed value of the tree and other damages once valued by a certified arborist.

You shall comply with all Tree Protection Notes on the plans.

ADD:

7-10.4.3 Explosives.

Use of explosives will not be permitted.

7-13.4

Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
4. You may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf
5. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004: The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8

Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

7-20 ELECTRONIC COMMUNICATION. To the “WHITEBOOK”, ADD the following:

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

7-21.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 9 – MEASUREMENT AND PAYMENT

9-3.1 General. To the “WHITEBOOK”, ADD the following:

3. The lump sum bid item “Construction of Park Improvements” shall include payment for all costs associated with any items included in the contract documents where a separate bid item is not included. The lump sum bid item for “Installation of Children’s Play Area and Play Equipment” shall include payment for all costs associated with the play area per contract documents.
4. The lump sum bid item for “Construction of Biofiltration Basin” shall include payment for all costs associated with construction of the Biofiltration Basin per contract documents.
5. The lump sum bid item for “Construction of Decorative Wall” shall include payment for all costs associated with construction of the Decorative Wall per contract documents.
6. The lump sum bid item for “Landscaping and Irrigation Improvements” shall include payment for all costs associated with construction of the Landscaping and Irrigation Improvements per contract documents.
7. The lump sum bid item for “Installation of Shade Structures (Additive Alternate)” shall include payment for all costs associated with installation of the Shade Structures per contract documents.
8. The lump sum bid item for “Decorative Sandblast at Patio (Additive Alternate)” shall include payment for all costs associated with construction of the Decorative Sandblast at Patio per contract documents.

9. The lump sum bid item for “Decorative Sandblast on Decorative Wall (Additive Alternate)” shall include payment for all costs associated with construction of the Decorative Sandblast on Decorative Wall per contract documents.
10. The lump sum bid item for “Two (2) Trash and Two (2) Recycling Bins (Additive Alternate)” shall include payment for all costs associated with installation of the Two (2) Trash and Two (2) Recycling Bins per contract documents.

SECTION 200 – ROCK MATERIALS

200-2.7.1 General. To the “GREENBOOK”, ADD the following:

Decomposed granite shall be 4” depth stabilized ‘Graphite Gray’ by Southwest Boulder and Stone, or approved equal.

200-2.7.2 Grading. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

D.G. material shall be crushed granite rock screenings graded from 3/8-inch particles to dust. The material must comply with the following gradation:

Sieve Size	Percent Passing
3/8-inch	100
No. 4	95-100
No. 8	75-80
No. 16	55-65
No. 30	40-50
No. 50	25-35
No. 100	20-25
No. 200	5-15

Note: Gradation based on AASHTO T11-82 and T27-82.

The D.G. shall be uniform in color and texture.

200-2.7.3 General. To the "GREENBOOK", ADD the following:

Soil stabilizer shall be Marloc-SS by Southwest Boulder and Stone, or approved equal. Soil stabilizer shall be nonflammable concentrated polyvinyl acrylic copolymer with formulation containing a minimum of 60% solids which may be diluted for application at job site. After drying, the copolymer shall form a colorless transparent micro-plastic like film to agglomerate particles and allow exchange of air and moisture. The product shall have a minimum effective service life of at least two year, provided surface is maintained according to manufacturer's recommendations. When cured, the copolymer emulsion shall not re-emulsify and shall be biodegradable and nontoxic to plant and animal life. After application and drying, a core of the treated section shall be able to maintain a portion of its shape, elasticity, and a portion of its strength after being submerged in water for a 24 hour period.

Contractor shall furnish, if required, signed copies of a compliance statement certifying that the copolymer complies with all governing specifications including weight per gallon, solids, PH, storage drum size, and stating name of trade name of copolymer. The stabilizing agent shall meet the following:

Color	White to off-white, colorless when cured
Form	Liquid
Weight	9.4 pounds per gallon
PH	4 to 5.05
Solids	60%
Flammability	Non-flammable
Flash point open cup	None
Storage life	Do not freeze. Repeated freezing and thawing will cause the product to break down.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class. To the “WHITEBOOK”, ADD the following:

The Type of Construction, Concrete Class, and Maximum Slump for the various sub-items of concrete work shall be as specified in Table 201-1.1.2 of the Standard Specifications with the following additions or modifications:

<u>Type of Construction</u>	<u>Concrete Class Max.</u>	<u>Slump (With Certified Truck Ticket)</u>
Concrete Paving (not integral with curb)	560-C-3250	4-inch
Concrete Sidewalk and Curb	560-C-2500	4-inch
Concrete Street Section	560-C-3250	3-inch
Concrete Mow Curb	560-C-2500	4-inch
CIP Concrete Block Seating	560-C-3250	4-inch
Concrete Footings	560-C-3250	4-inch
Concrete Base	520-C-2500	4-inch

201-1.2.4 Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures. To the “GREENBOOK”, Item a), ADD the following:

No admixtures are allowed without City approval. Introduce admixtures in quantities and according to methods recommended by admixture manufacturer. Add air-entraining agent to concrete as scheduled.

Depending upon weather conditions at time of placing, ASTM C 494, Type D (water-retarding) or Type E (water-reducing, accelerating) may be used if approved by the Resident Engineer

ADD:

201-2.2.4 Tie Wire. Tie wire shall be 16 gauge, black annealed.

201-2.2.5 Reinforcing Supports. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

201-3.2 Premolded Joint Filler. To the "GREENBOOK", ADD the following:

You shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint filler application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to City. Submit complete schedule of type (and location where type is to be used) of each sealant.

Provide joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by City from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.

Finish joint material flush with concrete surface.

201-4.1.1 General. To the "GREENBOOK", ADD the following:

Curing compound shall be Dayton Superior Day-Chem Rez Cure (J-11-W), or approved equal.

201-3.4 Type "A" Sealant (Two-part Polyurethane Sealant). To the "GREENBOOK", ADD the following:

You shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to City. Submit complete schedule of type (and location where type is to be used) of each sealant.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by City from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.

Finish joint material flush with concrete surface.

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-1.1.2 Certification. ADD the following:

QUALIFICATION OF WELDERS

Welding shall be done only by certified welding operators currently qualified according to AWS D1.1.

ADD:

206-1.2.4 Shade Structures

Submittals

With Bid Submittals:

1. Provide a minimum of 7 fabric samples to demonstrate fabric color range and powder coat color selections.
2. Provide proof of all quality assurance items including:
 - a) Proof of City of Los Angeles fabricators license.
 - b) Proof of IAS certification.
 - c) Proof of a Corporate Safety Program along with an Injury & Illness Prevention Program.

Quality Assurance.

1. Manufacturer shall have City of Los Angeles approved fabricators license and be accredited by the IAS (International Accreditation Service) for Structural Steel Fabrication under IBC 2012 Section 1704.2.2.

Project Conditions

1. Structure Layout Measurements: Verify layout information for shade structures shown on the Drawings in relation to the property survey and existing structures, and verify locations by field measurements prior to construction.

Warranty

1. The bidder shall provide a 12-month workmanship warranty.
2. A supplemental warranty from the manufacturer shall be provided for a period of 5 years on fabric and 10 years on the structural integrity of the steel and cables from date of substantial completion.
3. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

Products

General:

The structures shall consist of:

(1) one - 12' x 10'-8" Slanted single posts cantilevered pyramid with an entry height of 10' on the low side.

(1) one - 18' x 15'-7" Slanted single posts cantilevered pyramid with an entry height of 10' on the low side.

(1) one - 22' x 30'-8" four post, double-layered, pyramid with an entry height of 10'.

The structures shall include the wet stamped engineering drawings, structural steel frame, fabric roof, steel cables, all fasteners, and installation of structure(s) including project management and foundations.

Contact:

USA Shade & Fabric Structures

1085 N. Main St., Suite C, Orange, CA 92867

Phone: (714) 241-5526 Fax: (714) 427-6982

Contact: Patti Albrecht

OR APPROVED EQUAL

1. To qualify as an approved equal, please submit product documentation, fabric samples and all quality assurance criteria at least 10 days prior to bid to be considered. No substitutions will be allowed after the deadline. Any approval

of alternate manufacturers shall be by addendum prior to the bid date and shall not be allowed without written notification.

2. The shade structure shall conform to the current adopted version of the California Building Code.
3. All shade structures are engineered and designed to meet a minimum of 115 mph wind load, Category 2, Exposure C and seismic (earthquake) load based on Zone 4, a live load of 5 lbs/sf² plus a snow load of 5 lbs/sf². All shade structures shall be engineered with a zero wind pass-through factor on the fabric. When ASD Steel Design Method is used based on CBC 2013 Section 1605.3.1 the Dead + 0.75 of Live + 0.75 of Wind Load cases must be combined. NO EXCEPTIONS.

A single California licensed shade structure contractor shall be responsible for the design, wet stamped engineering drawings, fabrication, supply and installation of the work specified herein. The intent of this specification is to have only one shade contractor be responsible for all the above functions.

All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold Formed Members and manufactured in a IAS (International Accreditation Service) accredited facility for Structural Steel Fabrication under CBC2013 based on Section 1704.2.5.2

All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.

All non-hollow structural steel members shall comply to ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply to ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electro-plating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

Bolts:

- a) All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-325, Grade B or SAE J249, Grade 8.
- b) All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washer for water tight seal at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

Welding:

All shop welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints where applicable and by certified welders. No onsite or field welding shall be permitted.

- a) All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of 2013 CBC.

Powder coating:

Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushes abrasive wheels and needle gun, etc.

Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products and other foreign material.

Powder coating shall be sufficiently applied, with a minimum 2.0 – 3.0 mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.

Powder used in the powder coat process shall have the following characteristics:

- a) Specific Gravity: 1.77 +/- 0.05 g/cm³
- b) Coverage at 1.0 mils: 109sq.ft/lb/mil
- c) Storage: 80° F

- d) Interpron 800 HR is a series of high durability TGIC powder coatings designed for exterior exposure. Tested against the most severe specifications, Interpron 800 HR gives significantly improved gloss retention and resistance to color change. Interpron 800 HR or approved equal shall be used.

Rust Protection Powder Under Coat Primer will be required on all structures. Powdura® Epoxy Powder Coating Z.R Primer or approved equal shall be applied in accordance with the manufacturers' specifications. Primer shall be fused only and then top coated with the selected powder coat to ensure proper intercoat adhesion.

The Epoxy Powder Coating Primer characteristics:

- i. Adhesion: ASTM D 3359 – 5B
- ii. Flexibility: ASTM D 552 – Pass ¼" Mandrel
- iii. Pencil Hardness: ASTM D 3363 – H-2H
- iv. Impact Resistance: ASTM D 2794 – 120 Dir/Rev
- v. Salt Spray Resistance: ASTM B 117 – 2000 hours
- vi. Humidity Resistance: ASTM D 4585 – 2000 hours
- vii. 60° Gloss: 50.0 – 70.0%
- viii. Cure Schedule (metal temp) – 6 min at 392°F
- ix. Film Thickness Range: 2.0 - 3.0 mils

Tension Cable: Steel cable is determined based on calculated engineering load.

- a) For light and medium loads; ¼" (nominal) galvanized 7x19 strand cable to be used.

For heavy loads; 3/8" (nominal) galvanized 7 x 19 cable to be used.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 **Stones, Boulders, and Broken Concrete.** To the “GREENBOOK”, Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

ADD:

SECTION 219 – SITE FURNISHINGS, PLAYGROUND EQUIPMENT, AND PLAYGROUND SAFETY SURFACING

219-1 **PLAYGROUND EQUIPMENT**

219-1.1 **Play Structures**

Play Structures shall conform to these Special Provisions. Products identified with "OR AN APPROVED EQUAL" have been specifically designed for this project or have had

areas specifically designed to accommodate them and substitutions shall not be allowed without written approval from the City. Proposed substitutions shall be submitted at least 10 days prior to bid to be considered. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers shall be prior to the bid date and shall not be allowed without written notification.

Safety zones shall meet ASTM standards for playground Safety, and shall include 6 additional inches between the edge of the safety zone and adjacent hardscape. Playground equipment dimensions are shown on the plans. Approved equal substitutions shall fit within the designed playground and hardscape surfaces while meeting safety zone requirements. Contractor shall provide documentation that proposed substitutions meet these requirements.

Written approval from the City shall be required before alternative installation procedures or subcontractors are used.

The design of the play structures is specified for user age groups, the configuration of the play space, and Americans with Disabilities Act (ADA)/Title 24/Consumer Product Safety Council requirements. Special features of the system include consideration given to safety zone requirements.

Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.

All clamps, T's and deck hangers shall carry a LIFETIME WARRANTY. All post caps shall carry a 25 YEAR WARRANTY. All posts shall carry a 15 YEAR WARRANTY. All decks, rails and loops shall carry a 10 YEAR WARRANTY. These criteria combined are considered consistent components within the overall product.

By Landscape Structures, Inc.

Delano, MN 55328

(612) 972-3391

(612) 328-0035

Contact: Gregg Rogers: (714) 619-0100

OR APPROVED EQUAL

The contract price for the Play Structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the Play Structures as shown on the plans, and as specified in these special provisions and as directed by the City, including clean - up, repairs, and guarantees.

219-1.2 Freestanding Play Equipment

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all freestanding play

equipment as listed on the Materials Plan. Location of all freestanding play equipment shall be approved by the City.

Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.

By Landscape Structures, Inc.

Delano, MN 55328
(612) 972-3391
(612) 328-0035

Contact: Gregg Rogers: (714) 619-0100

OR APPROVED EQUAL

By	Columbia	Cascade
Portland,	OR	97201
(800) 547-1940		

Contact Paul Daniels: (714) 484-7807

OR APPROVED EQUAL

219-1.3 Performance Requirements

Safety: Safety surfacing within playground equipment zones shall meet or exceed the performance of CPC and ASTM F 1292 that a surface yield both a peak declaration of now more than 200 g's, and a Head Injury Criteria (HIC) value of no more than 1,000 for a head first fall from the highest accessible portion of play equipment being installed as shown on drawings.

Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by a certificate of compliance.

219-1.4 Accessibility

Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI0 Design Criteria). The requirements of the Americans with Disabilities Act Accessibility Guidelines (9ADAAG) 28 DFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met with children's outdoor play areas.

Safety surfaces intended to serve as accessible paths of travel for persons with disabilities shall be fire stable and slip resistant, and shall meet the requirements of FED-STD-795, 28 CFR Part 36, ASTM F1487, and ASTM F 1292.

SITE FURNISHINGS

All furnishings shall be as listed on the Materials Plan

1. Drinking Fountain
2. Trash Receptacles
3. Recycle Receptacles
4. Skate Stoppers
5. Benches
6. Picnic Tables
7. Fence
8. Light Standard and fixture

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.

Drinking Fountain shall conform to the San Diego Standard Drawings for Public Works Construction No. SDM-107 and these Special Provisions.

Drinking Fountain on concrete slab shall be Model No. 3500 with Green Stainless Steel finish, as manufactured by Haws Drinking Faucet Company or an approved equal. Include Haws optional galvanized mounting anchors Model No. MTG.3501, or approved equal.

Trash and Recycling Receptacles shall be model 508 Square Receptacle with Top; as manufactured by Outdoor Creations, Inc., or approved equal.

Individual waste and recycling receptacles.

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.

5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. Trash and recycle receptacles shall be supplied with manufacturer applied Nano non-sacrificial anti-graffiti coating.

The contract price paid for Site Furnishings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Site Furnishings and minor concrete complete in place, and no additional compensation will be allowed therefore.

Picnic tables shall be pre-fabricated, 92" long, color 'San Diego Buff', smooth-stop tables with integrated benches. Tables shall be skateboard resistant and include non-sacrificial anti-graffiti coating. Tables shall be accessible from both ends. Include one left-entry accessible table. Tables shall be by Outdoor Creations (530) 365-6106, or approved equal.

Benches shall be pre-fabricated 84"x26" with back, armrests, center armrest, and non-sacrificial anti-graffiti coating, color 'San Diego Buff', by Outdoor Creations (530) 365-6106, or approved equal.

Fence shall be pre-cast concrete post and rail fence, color 'Latte' with wood-grain finish, by Quickcrete Products (QCP) (951) 737-6240, or approved equal.

Skate-stoppers for low decorative wall shall be 'Maple Leaf' stoppers with 1" radius, with two blind smart pins plus anchors and two-part epoxy by Skate Stoppers (619) 447-6374, or approved equal.

Light pole shall be 18' tall, 4" square black pole by U.S. Architectural Lighting, or approved equal. Light fixture shall be LED Area Light with Outdoor Wireless control System and Lightgrid Node by GE or approved equal.

Anti-Graffiti Coating shall be factory applied to all furnishings.

219-3 PLAYGROUND SAFETY SURFACING MATERIALS

219-3.1 Material Types

219-3.1.1 Synthetic Safety Surface (Tot-lot Surfacing: Poured-in-Place Rubber over Safety Cushioning)

Surfacing for tot lot play shall be poured-in-place rubberized safety surface, and shall meet the requirements of CPSC and ASTM for play areas. Poured-in-Place Rubber

Safety Surfacing shall include a color wear layer and an impact attenuating cushion layer.

Synthetic surfacing shall consist of an impact attenuating substrate and wear surface bonded to produce unified system. Synthetic surfacing shall consist of a uniform material manufacturer in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.

- a. Impact attenuating cushion layer: Impact attenuating cushion layer shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in substrate. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.
- b. Poured-in-Place Color Wear Surface: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with an aliphatic polyurethane binder formulated to produce an even, uniform surface. EPDM particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 50-70, not less than 25 % rubber hydrocarbons. EPDM shall be peroxide cure. Size of rubber particles shall not be less than 1 mm nor greater than 3 mm across. Binder shall not be less than 15 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles, thickness of wear surface shall be a minimum 12.7mm (1/2 inch). The wear surface shall be porous.
- c. Binder: Binder for synthetic surfacing shall be non- toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenyl isocyanate (MDI) or as recommended by the manufacturer. No toluene diphenyl isocyanate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5) lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.

219-3.2 Definitions

EPDM granules: EPDM rubber (ethylene propylene diene monomer (M-class) rubber), a type of synthetic rubber, is an elastomer characterized by a wide range of applications. The M refers to its classification in ASTM standard D-1418; the M class includes rubbers having a saturated chain of the polymethylene type.

Engineered Wood Fiber: product manufactured of ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers, the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction.

Product is to have minimal bark and be free of twigs, leaf debris and other organic material, and be non-flammable.

Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.

Fall Height: Fall height is a measurement defined as the "vertical distance between a designated play surface and the protective surfacing beneath it.

TPV: Thermoplastic Vulcanized Elastomer. Developed using resin and synthetic rubber with higher UV stabilization.

E.SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene

219-3.3 Qualifications

Prospective manufacturers and/or installers of the poured-in-place safety surfacing system shall be required to comply with the following:

1. The installer must provide competent workmen skilled in this specific type of poured-in-place safety surfacing system installation. The designated supervisory personnel on the project must be competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly.
2. Manufacturer shall provide written instructions for recommended maintenance practices.
3. Manufacturer shall submit color samples for customer verification. Color samples shall be 6" x 6" of ½" top wear course layer with aromatic or aliphatic binder – per the City; or 8 oz. clear plastic jars with specified colored granules. Sample submittal format per City.

219-3.4 Submittals.

The following shall be submitted:

1. Manufacturer's descriptive data and installation instructions, including cleaning and preventative maintenance instructions.
2. Drawings showing shop details of the safety surfacing system, including depths of materials, anchoring system, and edge details.
3. A list of all materials and components to be installed as part of the system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and shall state

chemical composition and test results to which material has been subjected in compliance with these specifications.

4. Statement signed by an officer authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head first fall from the highest accessible portion of specified playground equipment. The statement shall provide the name, address, and telephone number of the testing company, the date of the test, and the test results.
5. Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer's employees and that Playground surfacing installation shall not be performed by subcontractors, "Certified Licensed Applicationers" or anyone not employed full time by the Manufacturer. Contractor must have a current California Contractor's License No. C61-D12, synthetic surfaces.
6. Sample of safety surface for review, minimum size 150 (6 inches) 6 inches by 1500 mm (6 inches) proposed for this project.
7. Two copies of color charts displaying manufacturer's color selections and finishes proposed for use. Colors shall be as shown on Materials Plans.

219-3.5 IDEMA Certifications and ASTM Testing Standards

The Poured-in-Place Rubber Over Safety Cushioning safety surfacing must meet the following standards:

1. Installation of safety surfaces shall be in accordance with ASTM F1951 – Determination of accessibility of surface systems under and around playground equipment and ASTM F1292 for Impact Attenuation of surface system under and around playground equipment.
2. The poured-in-place system and the E.W.F. shall be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.

The Poured-In-Place safety surfacing must meet IPEMA Certification specific to poured-in-place safety surfacing, and specific to ½" layer of 1-3mm EPDM over cushion layer. Manufacturer must provide proof of certification as follows: "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

ASTM standards for Poured-in-Place rubber safety surfacing must be met as follows:

- a) ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.

- b) ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
- c) ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- d) ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
- e) ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- f) ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047
- g) ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

219-3.6 Warranty and Maintenance

1. The bidder and/or poured in place safety surfacing manufacturer must provide the following:
2. The poured in place safety surfacing manufacturer shall provide a warranty to the owner that covers defects in materials and workmanship of the rubber for a period of **FIVE (5) years** from the date of Substantial Completion. Engineered wood fiber shall be warranted for a minimum of **FIFTEEN (15) years**.
3. The manufacturer's warranty shall include general wear and tear. The warranty shall specifically exclude vandalism, high heel punctures, acts of war or acts of nature beyond the control of the owner or the manufacturer.
4. All poured in place warranties shall be limited to repair or replacement of the affected areas and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures.
5. The manufacturer shall instruct the owner's personnel on proper maintenance and repair of the safety surface.

219-3.7 Quality Assurance and Compliance

Safety surfaces must meet the following quality assurance standards:

1. Accessibility of Surface Systems -ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.

2. Impact Attenuation -ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.
3. Standard for Engineered Wood Fiber -ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

219-3.8 Delivery, Storage, and Handling

Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

SECTION 300 - EARTHWORK

300-1.1 To the "WHITEBOOK", ADD the following:

10. It shall be the sole responsibility of the Contractor to provide adequate equipment and methods to accomplish the work in accordance with applicable grading codes or agency ordinances, these specifications and the approved grading plans. If, in the opinion of the Consultant, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, and/or adverse weather result in a quality of work not in conformance with these specifications, the Consultant will be empowered to reject the work and recommend to the Owner that grading be stopped until the unacceptable conditions are corrected.
11. Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.
12. In addition to the above items, clearing and grubbing shall include, but not limited to the following items as shown on the plans and specified in these Special Provisions:
 - a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of at a site obtained by the Contractor.
 - b) Minor grading for swales and drainage control.
 - c) Protection of existing and relocated utility structures prior to and during construction of proposed improvements.
 - d) Removal and disposal of pipe, ditches, protection posts, guardrail, inlets, trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.

- e) Adjustment to grade of miscellaneous items such as drainage inlets, utility boxes, valves, manholes, pullboxes, interfering portions of storm drain pipes, posts.
13. After clearing and grubbing of organic matter and other unsuitable material, loose or porous soils shall be removed to the depth recommended in the Geotechnical Report. The depth of removal and compaction shall be observed and approved by the City. The exposed surface shall then be plowed or scarified to a minimum depth of 6 inches and until the surface is free from uneven features that would tend to prevent uniform compaction by the equipment to be used.

ADD:

300-1.1.2 Demolition.

The Contractor shall be responsible for the demolition and site preparation of the entire area prescribed. The Contractor shall make himself aware of the proposed new layout of surface and landscape areas and coordinate his work with other Contractors whether part of this contract or as a separate contract with Owner.

Unless otherwise approved by Owner, all demolition within the barricaded areas shall be executed using hand methods or approved small hand held mechanical machinery provided exceptional care is taken to avoid injury to the root system or other portions of the tree. Large mechanical equipment may be used so long as it is not used within the drip line of the trees.

The storage or stockpiling of equipment and material or the unauthorized entry of personnel within the barricaded areas shall be strictly prohibited. The use of the tree's shade within the barricaded area by construction personnel during break periods shall be strictly prohibited.

All excavation around existing trees to remain shall be executed by hand. Where excavations uncover and expose roots that are to remain the Contractor shall cover these roots with 6" of fill immediately to prevent the roots from drying out.

Immediately before any root pruning operations, the Contractor shall thoroughly spray the tree with an antidesiccant solution. The antidesiccant shall be applied using a power sprayer capable of thoroughly coating the tree's foliage, trunks, branches, stems, and twigs. Two weeks after root pruning, the antidesiccant solution shall be sprayed again on the tree.

All holes, depressions, or disturbances left by the Contractor's demolition and transplant activities shall be backfilled and brought up to existing grade by the Contractor. Where new asphalt pavement is to be installed, whether as part of this contract or as a separate contract with the Owner, the Contractor shall backfill and compact up to 12" less than final asphalt grades. This is to allow for the installation of the asphalt subbase and surface costs by the Paving Contractor.

Where proposed landscape areas are to be created the Contractor shall shape and grade the area within the barricade to final finished grade.

Prior to tree and palm demolition, all trees and palms shall be inspected by Owner for possible deadfall harvesting. Contractor shall remove deadfall trees and palms per the direction of the Owner.

ADD:

300-1.1.3 Landscape Demolition And Tree Protection.

Landscape demolition and tree protection consists of all labor, equipment and materials necessary to adequately protect existing trees from damage due to construction activities through the establishment of Tree Protection Zones, erection of barricades; demolition of existing surface pavements, curbs, and structures; root pruning, watering, and fertilizing.

General requirements:

- A. See Demolition Plans for Tree Protection Zones, trees to be removed and trees to be saved in their current locations.

The Contractor shall be responsible for replacing any tree shown to remain in kind if the tree is damaged by the contractor or their subcontractors.

300-1.3.1 General. To the "GREENBOOK", ADD the following:

Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit To Excavate" will be valid. For your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert	1-800-422-4133
Police	531-2000
Streets	527-7500
Drainage	527-7500
Water and Sewer	1-800-422-4133
San Diego Gas & Electric	239-7511
Cable T.V.	236-9251 ext. 5212

Grading shall be performed in conjunction with the observation and compaction testing services of Geocon Incorporated. Fill soil shall be observed on a full-time basis during placement and tested to check in-place dry density and moisture content.

Site preparation shall begin with removal of all deleterious material and vegetation. The depth of removal shall be such that material exposed in cut areas or soil to be

used for fill is relatively free of organic matter. Deleterious material generated during stripping and/or site demolition shall be exported from the site.

Existing area drain pipes, and buried utility lines shall be completely removed. All demolished material generated during removal shall be exported from the site.

300-1.3.2 Requirements. To the "WHITEBOOK", ADD the following:

- 6. Miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.
- 7. The work includes demolition of removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the City.

ADD:

300-1.3.3 Execution:

- a) Concrete: Where concrete work is to be removed, saw cut concrete along straight lines to a depth of not less than two inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the sawcut shall be made entirely through the concrete.

300-2.1 General. To the "GREENBOOK", ADD the following:

In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, and other deleterious matter as approved by the City.

300-4.5 Placement. To the "GREENBOOK", ADD the following:

Fill materials shall be placed in accordance with the recommendations in the project's Geotechnical Report, prepared by Geocon, Inc., November 8, 2016.

ADD:

300-12 Finish Grading.

Finish grades shall be measured at the top surface of materials.

The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.

The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward, drainage facilities, and catch basins or water courses.

Final grades shall be acceptable to the City.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

ADD:

301-1.2.1 Decomposed Granite Preparation and Compaction

Do not install DG work during rain or when rain is expected during a 24-hour period. Do not apply soil stabilizer when the ambient temperature is lower than 40-degrees F or higher than 80-degrees F, or during periods of high wind.

Prepare and compact subgrade and base under all D.G. to 95% relative compaction, eliminating any wet or unstable areas, prior to placement of D.G. Treat compacted subgrade with pre-emergent herbicide, as recommended by certified pest control advisor.

Evenly spread the D.G. over the area of concern, and grade and smooth. Thoroughly water the entire area so that the entire depth of the material is moist, and mix solidifying emulsion thoroughly and uniformly throughout the D.G. per the manufacturer's recommendations, prior to compaction. Prevent runoff or overspray of soil stabilizer onto adjacent paved or planting areas.

Roll the area with approximately 1000-3000 lbs. of weight. Allow the finished surface sufficient time to dry prior to use. Minimum compaction for D.G. surfaces shall be 95% relative compaction.

D.G. shall be placed to a minimum depth of 4" compacted, and the surface must be level with grades and slope gradients per plans, smooth, and uniformly compacted. The finish grade shall be even between the headers with no humps or depressions after the compaction. The Contractor shall provide compaction tests as required by the Architect.

DG area(s) shall be protected from traffic until entire thickness is completely dry, minimum 72 hours.

SECTION 302 – ROADWAY SURFACING

302-4.12.4 Measurement and Payment. To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

302-5.9 Measurement and Payment. To the “WHITEBOOK”, item 2, DELETE in its entirety.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.5.3 Walk. To the “GREENBOOK”, paragraph 1, DELETE in its entirety and SUBSTITUTE with the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent right angle to the edge of paving.

To paragraph 3, sentence 1, DELETE in its entirety and SUBSTITUTE with the following: Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/4 inch.

ADD the following: Expansion joints shall be placed every 15 feet and shall be filled with Premolded Joint Filler: Nonextruding and Resilient Filler (Bituminous) (ASTM D1751).

To the "WHITEBOOK", ADD the following:

3. Upon final curing walk surface shall meet or exceed a static coefficient of friction of 0.6 wet and approximately 0.8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving."

ADD:

303-5.5.6 Concrete Decorative Wall

Concrete decorative wall elements shall be constructed as indicated on the plans. Dimensions shall conform to dimensions indicated on plans and details. Reinforcement shall be as indicated on plans and details. Concrete finishing shall be performed as follows.

1. Vertical Surface Finishing (Sides) to received Cork Float Rubbed Finish
 - a) Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Remove fins and other projections exceeding specified limits on formed-surface irregularities. Repair and patch tie holes and defects.
 - b) Apply the following Cork-Floated Finish to the Smooth-Formed Finish: Wet concrete surfaces and apply a stiff grout. Mix one part portland cement and one part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches so color of dry grout will match surrounding concrete. Cover entire surface and compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
 - c) After Cork-Floated Finish has cured, apply sandblast patterns as indicated on plans and details in accordance with 303-9.
2. Horizontal Surface Finishing (Top)
 - a) Float Finish: Consolidate surface by hand floating. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 - b) Smooth Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand trowel. Continue passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.

ADD:

303-10 Decorative Concrete Sandblast Patterns

Vertical concrete decorative wall face and concrete paving flatwork shall receive decorative sandblast patterning as indicated on plans and details. Dimensions shall conform to dimensions indicated on plans and details.

1. Concrete Decorative Wall and Concrete Paving Sandblasting Finish
 - a) After finishing concrete paving per 303-5.5.3 and concrete decorative walls per 303-5.5.6, apply sandblast finish to exposed concrete surfaces in locations indicated on plans and details.
 - b) Perform sandblasting at least 72 hours after placement and finishing of concrete. Coordinate with formwork construction, concrete placement, schedule, and formwork removal to ensure that surfaces to be blast finished are blasted at the same age for uniform results.
 - c) Determine type of nozzle, nozzle pressure, and blasting technique required to match approved mock-up.
 - d) Apply sandblast stencils in patterns as indicated on plans and details
 - e) Sandblast stencils shall be minimum 30 mil vinyl or as appropriate to withstand sandblasting to achieve desired level of etch and multiple uses to complete all pattern areas. Sandblast stencils for the wall shall have an adhesive backing suitable to adhering to concrete surface.
 - f) Individual sandblast stencil segments for decorative wall shall be minimum 18" High x 4'-0" Long. Individual sandblast stencil segments for paving shall be minimum 8'-0" x 8'-0".
 - g) Abrasive blast corners and edges of patterns carefully, using back-up boards to maintain uniform corner or edge line.
 - h) Use an abrasive grit of proper type and gradation to expose aggregate and surrounding matrix surface to match the approved mock-ups.
 - i) Medium Sandblast Finish: Remove cement matrix and fine aggregate to begin to expose coarse aggregate. Depth of reveal shall be 3/16" to 1/4".
 - j) Heavy Sandblast Finish: Remove cement matrix and fine aggregate to begin to expose coarse aggregate. Depth of reveal shall be 1/4" to 1/2".
 - k) Perform sandblasting in as continuous an operation as possible, utilizing the same work crew to maintain continuity of finish on each surface or area of work. Maintain patterns as indicated.
 - l) Protect adjacent materials and finishes from dust, dirt, and other surface or physical damage during abrasive blast finishing operations. Provide protection as required and remove form site at completion of

the work. Repair or replace other work damaged by finishing operations.

- m) Maintain control of concrete chips, dust, and debris in each area of the work. Clean up and remove such material at the completion of each day of operation. Prevent migration of airborne materials by use of tarpaulins, wind breaks, and similar containing devices.

ADD:

303-11 Concrete Mow Curb Installation.

Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Top surface of mow curb shall be medium broom finish with troweled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

SECTION 304 –METAL FABRICATION AND CONSTRUCTION

ADD:

304-4.4 Shop Drawings and Descriptive Data, Specialty Metal Fabrication: (Shade Structure Steel)

Submit shop drawings and descriptive data showing dimensions and cross-section location, size, and type of reinforcement for shade structure steel.

304-5 PAYMENT. To the “WHITEBOOK”, REVISE section “304-5” to “304-6”.

306-3.3 Removal and Abandonment of Existing Conduits and Structures. To the “GREENBOOK”, ADD the following:

1. For 16 inch (406.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, “Controlled Low Strength Material (CLSM)”.

SECTION 318 – PROTECTION OF WORK

ADD:

318-1 General.

During construction, the Contractor shall properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the

site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been installed. Areas subjected to erosion or sedimentation shall be properly prepared in accordance with the Specifications prior to placing additional fill or structures.

SECTION 319 – SITE FURNISHINGS, PLAYGROUND EQUIPMENT, AND PLAYGROUND SAFETY SURFACING

319-1 INSTALLATION OF SAFETY SURFACING

319-1.1 Project/Site Conditions

Synthetic safety surfacing shall be installed on dry sub surfaces, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer.

319-1.2 Sequencing and Scheduling

Safety surfacing shall be installed after the playground equipment is installed. The installation shall be coordinated with playground equipment and site furnishings installation.

319-1.3 Site preparation and requirements

Subgrades must be free of stones, roots, and other vegetation.

Finished Grade: Verify that finished elevations of adjacent areas are as indicated on the drawings and safety surfacing manufacturer's direction, that the subgrade elevation has been established for the safety surface to be installed, and that the subsurface has been installed in a true, even plane, and sloped to drain as indicated on drawings. Verify that all surface irregularities have been corrected.

Subsurface: Tolerance of compacted subgrade shall be within 3 mm (1/8-inch) 1/8-inch in 3050 mm (10 feet) 10 feet. Tolerance of aggregate subsurface shall be within 10 mm (3/8-inch) 3/8 inch in 3050 mm (10 feet) 10 feet. Verify that aggregate subsurface have been fully compacted to 95 percent.

Drainage: Verify that subsurface drainage has been installed to provide positive drainage.

Install permeable concrete slab as indicated on the plans.

319-1.4 Synthetic Safety Surface Installation

319-1.4.1 Poured-in-Place System

Components of the poured-in-place safety surface system shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance

with manufacturer's recommendations. Installation of poured-in-place surfacing shall be seamless and completely bonded to subsurface. Material shall cover all foundations and fill around all elements penetrating the surface.

319-1.4.2 Poured-in-Place Substrate Cushion layer

Whenever practical, the cushion layer of poured-in-place surfacing material shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new substrate can be placed before the adhesive dries.

319-1.4.3 Poured-in-Place Color Wear Surface

The Color Wear Surface shall be bonded to the cushion layer. Apply adhesive to substrate in small quantities so that wearing surface can be applied before adhesive dries. Surface shall be hand trowled to a smooth, even finish. Pour shall be continuous and seamless.

319-1.4.4 Thickness

Construction methods, such as use of measured screeds 1/16-inch thicker than the required surfacing depth, shall be employed to ensure full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

319-1.4.5 Clean-up

Do not allow adhesives on adjacent surfaces. Immediately clean up spills or excess adhesives.

319-1.4.6 Protection

The synthetic safety surface shall be allowed to fully cure in accordance with manufacturer's instructions. The surface shall be protected from all traffic during the curing period for 48 hours or as instructed by the manufacturer.

319-1.4.7 Manufacturer's Service

For synthetic safety surfacing services of a manufacturer's representative who is experienced in installation of the specified playground safety surface shall be provided. The representative shall supervise the installation to ensure that the safety surfacing meets the impact attenuation requirements as specified herein.

The contract price for unitary rubber surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing unitary rubber surfacing as shown on the plans, and as specified in these special provisions and as directed by the City, including clean-up, repairs, and guarantees.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

SECTION 800 - MATERIALS

800-1.1.4 Class "C" Topsoil. To the "WHITEBOOK", ADD the following:

Topsoil in planting areas shall be Type "C", on-site topsoil, tested and amended to meet Class "A" specifications.

800-1.2.3.1 Pre-plant Fertilizer and Tablets. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

Nitrogen	6%
Phosphorus	20%
Potassium	20%

800-1.2.3.2 Post-plant Fertilizer. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Post-plant fertilizer shall have 5-3-1 NPK analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-Power Plus' or equal.

800-1.2.4 Organic Soil Amendment. To the “GREENBOOK”, ADD the following:

Type 4 organic soil amendment shall be a fine textured, dark brown soil conditioner made from composted yard trimmings. The ground yard trimmings shall be composted for a minimum period of one month. Temperatures shall be maintained between 132 degrees F and 155 degrees F throughout the thermophilic stage to kill pathogens and weed seeds. This process meets California Title 14 regulations, *Process to Further Reduce Pathogens*. Curing phase is up to two months.

Organic Soil Amendment shall be blended, commercially-processed soil conditioner consisting of an organic-based conditioner, prepared by mixing a light, friable, siliceous material with nitrogen-fortified, finely ground bark, wood chips and/or saw dust. The material shall contain a long-lasting form of iron and shall have the following analysis:

Total nitrogen	0.5%	
Ph	4.6 to 6.8	
Salinity (Ece)	less than 2.0	
Organic matter (dry weight basis)	85.0% min.	
Particle size: percent passing	9.50 mm screen	100%
	6.35 mm	100%
	2.38 mm	83%
	0.50 mm	31%

And shall be treated with a non-ionic wetting agent ‘Sarvon’ or approved equal.

Material shall be equal to or better than "Loamex" or ‘BFI Organics’ “Organo-Life” soil amendment.

800-1.2.5 Mulch. To the “WHITEBOOK”, ADD the following:

Mulch shall be Type 7 Mulch ‘walk-on’ (wood chips) ground bush and tree trimmings, such as Agriservice Forest Mulch, or approved equal.

Mulch shall be free from animal waste, metal pieces, rubbish, or other undesirable materials.

Mulch shall be sized 1-inch to 3-inches with 95% by volume conforming.

Apply mulch to the depth specified on plans, at the rate recommended by the manufacturer.

800-1.4.1

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

- 8) Plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading.

The City is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.

- 9) The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
- 10) Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at their expense.
- 11) Right to changes. The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.
- 12) Pruning: At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the City.
- 13) Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the City to be wilted shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant material.
- 14) Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

800-1.5.3 Tree Stakes. To the "WHITEBOOK", ADD the following:

3. Tree stakes shall be of lodgepole pine and shall be straight shafts, shaved and cut clean and bare of branches and stubs, of uniform thickness with a minimum diameter of 2 inches, and free of loose knots, splits or bends.

800-1.5.4 Tree Ties. To the "WHITEBOOK", ADD the following:

4. Tree ties shall be self-cinching vinyl plastic commercial ties, black in color, and twenty (20) inches long minimum. V.I.T. cinch-tie, wonder tree tie, or equal.

ADD:

800-1.7 Filter Fabric.

Filter fabric shall be non-woven type, fully stabilized UV-resistant and shall prevent soil particles from clogging, entering or blocking subsurface perforated pipe drains.

800-1.8 Weed Barrier Fabric.

Weed barrier fabric shall be 2.8 oz. polypropylene, UV-treated fabric.

800-1.10 Boulders.

Boulders shall meet minimum the height, length, and width requirements specifications found on the plans.

800-1.11 Fabric Roof Systems.

800-1.11.1 UV Shade Fabric:

Colourshade Fire Rated fabric as manufactured by Multiknit Ltd. made of UV stabilized high-density polyethylene, or equal. Mesh shall be Rachel-knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. Panels to be 10ft wide.

Fabric shall meet the following fire resistance tests:

- a) ASTM E84
- b) NFPA 701-97 (Weathered or Un-weathered)
- c) CA Fire Marshal Rating

Fabric shall meet the U.S. Standards for testing and labeling of UV Protective textiles ASTM D6603 Test Method AATCC 183.

800-1.11.2 Stitching & Thread:

All sewing threads are to be double stitched.

Thread shall be GORE Tenara Sewing Thread or equal manufactured from 100% expanded PTFE; mildew resistant exterior approved thread. Thread shall meet or exceed the following:

- a) Flexible temperature range
- b) Very low shrinkage factor
- c) Extremely high strength, durable in outdoor climates
- d) Resists flex and abrasion of fabric
- e) Unaffected by cleaning agents; acid rain, mildew, salt water, and rot resistant, unaffected by most industrial pollutants
- f) Treated for prolonged exposure to the sun

800-1.11.3 Shade and UV Factors:

COLOR	SHADE FACTOR %	UV FACTOR %
Blue	80%	85%
Green	80%	85%
Red	80%	86%
Silver	80%	81%
Terracotta	75%	82%
Yellow	80%	89%
Desert Sand	80%	92%

800-2.2.4 Remote Control Valves. To the “WHITEBOOK”, item 1, ADD the following:

- e) Equipped with pressure regulator adjustment capability.

800-2.2.11 Rain Sensing Device. To the “WHITEBOOK”, ADD the following:

The rain sensing device shall be firmly attached to structure in an area where exposed to unobstructed rainfall.

800-2.4 Sprinkler Equipment. To the “WHITEBOOK”, ADD the following:

- 3. Bubbler heads shall have fixed output and pressure compensating control.

4. Heads used for modifications/repairs shall match the equipment manufacturer, model, and performance characteristics on the irrigation zone to which they are connected.

ADD:

800-4 BIORETENTION SOIL MEDIA (BSM).

800-4.1 General. Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

800-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 800-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

Table 800-4.1.1 (A) Sand Gradation Limits

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

800-4.1.2

Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO₂-C per g compost organic matter (OM) per day or less than 5 mg CO₂-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.
8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).
10. Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
11. Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

Table 800-4.1.2 Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

800-4.1.3 Alternative Mix Components and Proportions. Alternative mix components and proportions may be utilized, provided that the whole blended mix (800-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the Resident Engineer.

Additional mix components, such as granular activated carbon, zeolite, and biochar may be considered to improve performance for other parameters.

800-4.2 Whole BSM Testing Requirements and Criteria. You shall submit the following information to the Resident Engineer at least 30 Days prior to ordering materials:

1. Source/supplier of BSM,
2. Location of source/supplier,
3. A physical sample,
4. Available supplier testing information,
5. Whole BSM test results from a third party independent laboratory,
6. Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (800-4.2.1), chemical suitability criteria (800-4.2.2), and hydraulic suitability criteria (800-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

800-4.2.1 BSM Agricultural Suitability. The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH shall be between 6.0-7.5.
- b) Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).

- c) Sodium adsorption ratio (SAR) shall be less than 3.0.
- d) Chloride shall be less than 150 ppm.

The test results shall show the following information:

- a) Date of testing
- b) Project name
- c) The Contractor's name
- d) Source of materials and supplier's name
- e) pH
- f) E_c
- g) Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction (ammonium Bicarbonate/DTPA soil analysis or similar)
- h) Soil adsorption ratio
- i) Carbon/nitrogen ratio
- j) Cation exchange capacity
- k) Moisture content
- l) Organic content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

800-4.2.2 BSM Chemical Suitability. For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The referenced tests express the criteria in terms of the pollutant concentration in water

that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

1. Nitrate < 3 mg/L
2. Phosphorus < 1 mg/L*
3. Zinc < 0.1 mg/L
4. Copper < 0.025 mg/L
5. Lead < 0.025 mg/L
6. Arsenic < 0.02 mg/L
7. Cadmium < 0.01 mg/L
8. Mercury < 0.01 mg/L
9. Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the Resident Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the Resident Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

800-4.2.3 BSM Hydraulic Suitability.

1. The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
 - a. Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation).
 - b. ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698).
2. BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.

- a) **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the Resident Engineer. In all cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.
- b) **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour.
- c) **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

800-4.3 Delivery, Storage and Handling. You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the Resident Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed 75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the Resident Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (800-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the Resident Engineer may require replacement and/or decompaction of materials.

800-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the Resident Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

800-4.5 Integration with Other Specifications. This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

- Plantings and Hydroseed
- Mulch
- Aggregate (choking stone, drainage stone, energy dissipation)
- Geotextiles
- Underdrains
- Outlet control structures
- Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the Resident Engineer to determine which specifications prevail.

800-4.6 AGGREGATE MATERIALS FOR BSM DRAINAGE LAYERS.

800-4.6.1 Drainage of BSM. Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

800-4.6.1.1 Rock and Sand Products for Use in BSM Drainage. Size classifications detailed in Tables 800-4.6.1 (A) and 800-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

Table 800-4.6.1 (A) Crushed Rock and Stone Gradation Limits

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
3 in	-	-
2.5 in	-	-
2 in	-	-
1.5 in	100	-
1 in	95 - 100	-
0.75 in	-	-
0.5 in	25 - 60	100
0.375 in	-	85 - 100
No. 4	10 max.	10 - 30
No. 8	5 max.	0 - 10
No. 16		0 - 5
No. 50		-

Table 800-4.6.1 (B) Sand Gradation Limits

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 - 100
No. 8	80 - 100
No. 16	50 - 85
No. 30	25 - 60
No. 50	5 - 30
No. 100	0 - 10
No. 200	0 - 3

800-4.6.1.2 Graded Aggregate Choker Stone. Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).

ADD:

800-5 LANDSCAPE DEMOLITION AND TREE PROTECTION

Landscape demolition and tree protection consists of all labor, equipment and materials necessary to adequately protect existing trees from damage due to construction activities through the establishment of Tree Protection Zones, erection of barricades; demolition of existing surface pavements, curbs, and structures; root pruning, watering, and fertilizing.

General requirements:

- A. See Demolition Plans for trees to be saved in their current locations and Tree Protection Zones.
- B. The Contractor shall coordinate all work with other contractors working within the limits of work whether part of this contract or through separate contracts with the Owner.
- C. Labor crews shall be experienced in root pruning techniques, the protection and maintenance of all trees to be saved.
- D. Personnel responsible for the maintenance of all affected trees shall be approved by the Owner.

SECTION 801 - INSTALLATION

801-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 5. As directed by the City, the Contractor shall prune and thin out approximately 1/3 of the overhead canopy of all trees to be saved in their current locations. This shall be executed within two weeks prior to construction. All cuts shall be clean and flush and shall be angled to prevent water ponding. Pruning operations shall not adversely affect the shape and character of the trees. Pruning shall remove lateral branches only. All main, primary, and secondary branches shall not be removed. All vines shall be removed from tree canopies.

ADD:

801-1.2 Pine Tree Treatment.

All existing pine trees to remain in their current locations shall be treated with an approved Boricide at least one week prior to any construction activities that may affect the health of the trees. Boricide shall be applied at regular intervals in quantities suggested by the manufacturer throughout the length of the construction period.

ADD:

801-1.3 Maintenance

The Contractor shall be responsible for the care and maintenance of all existing trees to remain and all transplanted trees from planting to final acceptance of each phase of work.

Maintenance personnel shall be specifically assigned to monitor the health of all trees under the Contractor's responsibility. It shall be required as part of this contract that key maintenance personnel be approved by the City. These personnel shall be assigned specific and sole responsibility to continuously monitor the health of the trees. In order to maintain continuity these key personnel shall not be dismissed or reassigned to other projects without the written permission of the City.

Maintenance shall include but not be limited to: fertilization, watering, pruning of dead or sick branches, maintaining stakes and cables to maintain transplanted trees in an upright plumb position, pest/disease control and monitoring, and any other acceptable maintenance practice to maintain the trees in a healthy and vigorous state.

801-4.1 General. To the "WHITEBOOK", ADD the following:

7. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.
8. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the City. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.
9. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.
10. Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect.

Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect.

801-4.6.1 Tree Staking. To the "WHITEBOOK", ADD the following:

2. All trees 36" box and smaller shall be staked with two wood stakes placed 18" from each side of the tree trunk. The stakes shall be placed relative to the tree in the perpendicular direction to the prevailing wind direction. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree roots or root ball. Tree ties shall be fastened to each tree and stake by looping figure 8's with the inside diameter of the tie at 2 or 3 times the diameter of the tree and by tacking the back of the tie to the stake.

ADD:

801-4.10 Bark Mulching.

All areas to receive shrubs and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of Type 1 bark mulch.

801-5.1 General. To the "WHITEBOOK", ADD the following:

Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before topsoil placement. Preliminary operational tests of the automatic control system and coverage tests shall be performed after top soil placement.

Work on the existing irrigation system including verifying components and their condition, mainline and wire location to be connected thereto, and functional (operational) condition of all components shall be included in the scope of work. All work shall occur in the presence of the Engineer prior to the start of any work. A written record of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. To the "WHITEBOOK", ADD the following:

8. Connect all existing wires of the existing remote control valves to the new remote control valves. Provide splices and wire extensions as required to complete the work.

801-7.1 Tree Trimming. To the "WHITEBOOK", ADD the following:

7. Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the City. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

801-9 **PAYMENT.** To the "WHITEBOOK", ADD the following:

4. The contract price paid for independent play event shall include full compensation for furnishing all submittals labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing play equipment and minor concrete complete in place, and no additional compensation will be allowed therefore.

ADD:

801-10 **INSTALLATION OF SHADE STRUCTURES**

1. Installations of shade structures shall be performed by a State of CA licensed and bonded contractor with certified Rope Access Technicians on staff with experience in tension fabric structures.
2. The contractor installing the structure shall comply with manufacturer's instructions for assembly, installation, and erection per approved drawings.

801-10.1 **Concrete:**

1. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318.
2. Concrete specifications shall comply in accordance with ACI 318, Section 201, and detailed as per plans, shall be as follows:
 - a) 28 Days Strength F'c = 3000 psi
 - b) Aggregate: HR
 - c) Slump: 3 – 5
 - d) Portland Cement shall conform to C-150
 - e) Aggregate shall conform to ASTM C-33
3. All reinforcement shall conform to ASTM A-615 grade 60.
4. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.
5. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).
6. The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

TABLE 1

Temperature Range	% Accelerator	Type Accelerator
75-80 degrees	1%	High Early (non calcium)
70-75 degrees	2%	High Early (non calcium)
Below 70 degrees	3%	High Early (non calcium)

801-10.2 Foundations:

All Anchor Bolts set in new concrete shall be ASTM A-325.

1. All Anchor Bolts shall be Hot Dipped Galvanized.
2. Footings shall be as follows with full rebar cages set as per manufacturers specifications
3. All pier footing shall measure a minimum of 30" x 8' in depth with full rebar cage as per manufacturers engineered specifications and drawings.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101

 OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

PROJECT/WBS No.: S-15004

PROJECT TITLE: Rancho Mission Canyon Park ADA Upgrade

PROJECT LOCATION-SPECIFIC: The project is located 6005 Larchwood Ave, San Diego, CA 92120 within the Navajo community planning area Council District 7.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: This project includes upgrades to an existing play area and ADA improvements to the Rancho Mission Canyon Neighborhood Park in the Navajo Community. Upgrades to the play area includes installation of a new play surface, new play equipment, seating areas, a drinking fountain, and landscaping. Other improvements include construction of storm drain improvements, low retaining walls, a new driveway and ADA parking area, and walkways providing an ADA compliant path of travel from the ADA parking to the play area.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Public Works Department,
Contact: Juan Baligad; Ph: (619) 533-5473
525 B Street, Suite 750, San Diego, CA 92101

EXEMPT STATUS: (CHECK ONE)

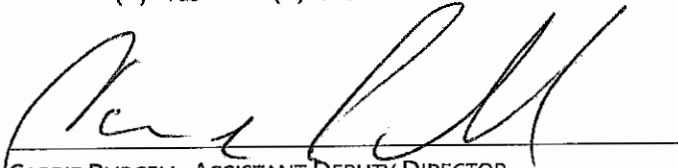
- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: 15301 EXISTING FACILITIES; 15302 REPLACEMENT OR RECONSTRUCTION; 15303 NEW CONSTRUCTION OF CONVERSION OF SMALL STRUCTURES
- STATUTORY EXEMPTIONS:

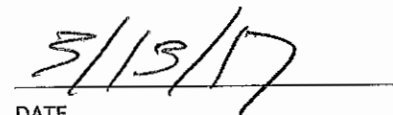
REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301, which allows minor additions to existing facilities; Section 15302, which allows for minor replacement or reconstruction of existing facilities; and 15303, which allows for the construction and location of limited numbers of new, small facilities or structures. These CEQA Sections would allow the replacement or reconstruction of existing structures and facilities play area and walkways where the new structure play equipment, seating, fountain, landscaping, retaining wall, driveway and parking will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; and where the exceptions listed in Section 15300.2 would not apply. No environmentally sensitive lands would be affected.

LEAD AGENCY CONTACT PERSON: CARRIE PURCELL, ASSISTANT DEPUTY DIRECTOR TELEPHONE: (619) 533-5473

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


CARRIE PURCELL, ASSISTANT DEPUTY DIRECTOR


DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
- SIGNED BY APPLICANT

DATE RECEIVED FOR FILING AT OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 10 OF 10	EFFECTIVE DATE October 15, 2002
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:	<input type="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:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE WITH SPEND CURVE

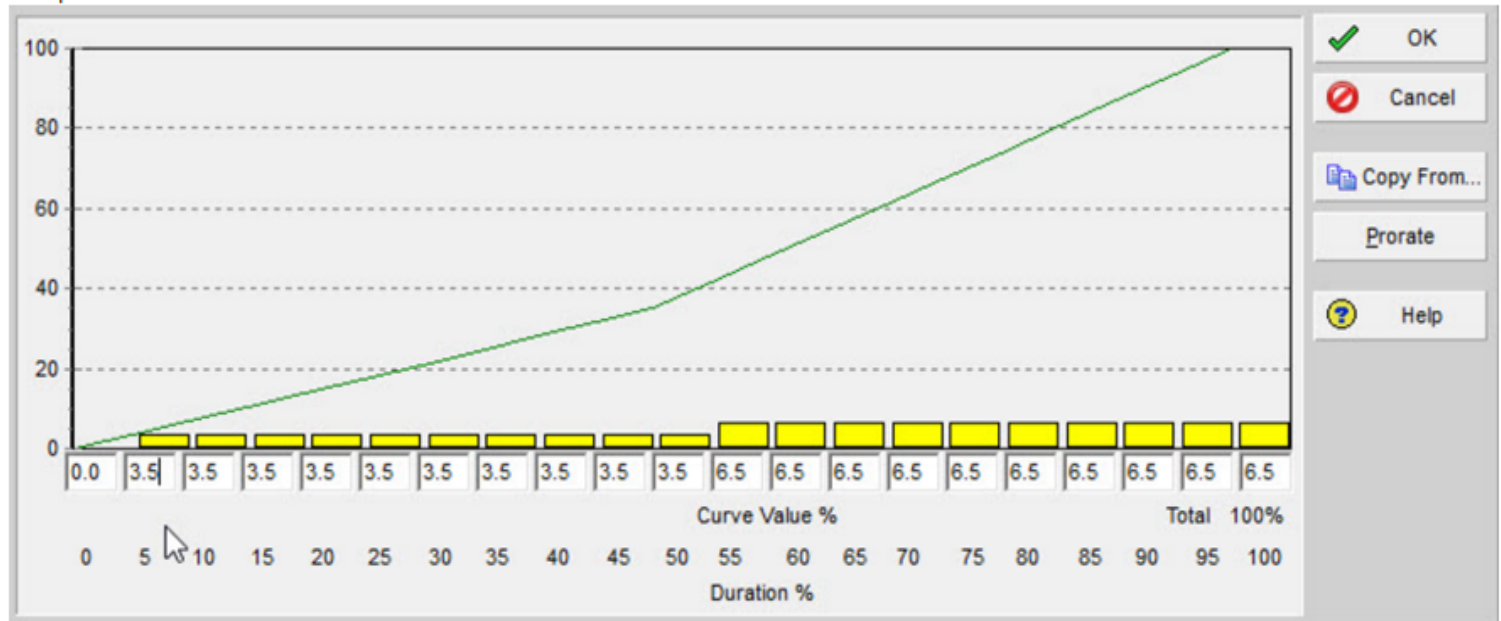
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E
LOCATION MAP

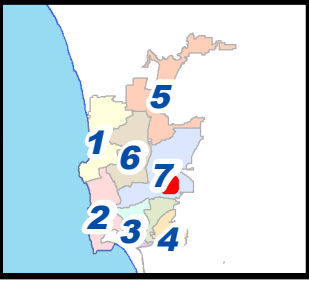
PROJECT NAME
Rancho Mission Canyon Park- Playground ADA Upgrades

SENIOR ENGINEER
Samir Mahmalji

PROJECT MANAGER
Darren Genova

PROJECT ENGINEER
Lydia Marshall

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



Location Map



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APPENDIX F
ADJACENT PROJECTS

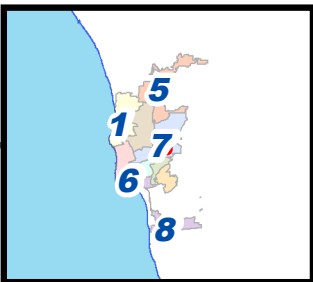
Rancho Mission Canyon Neighborhood Park Play Area Upgrades

SENIOR ENGINEER
Samir Mahmalji

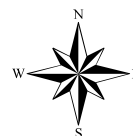
PROJECT MANAGER
Darren Genova

PROJECT ENGINEER
Lydia Marshall

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



Adjacent Projects



COMMUNITY NAME: Navajo

COUNCIL DISTRICT: 7

SAP ID: S-15004

Date: February 1, 2018
Rancho Mission Canyon Park ADA Upgrades
Appendix F - Adjacent Projects

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APPENDIX G
SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX H

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



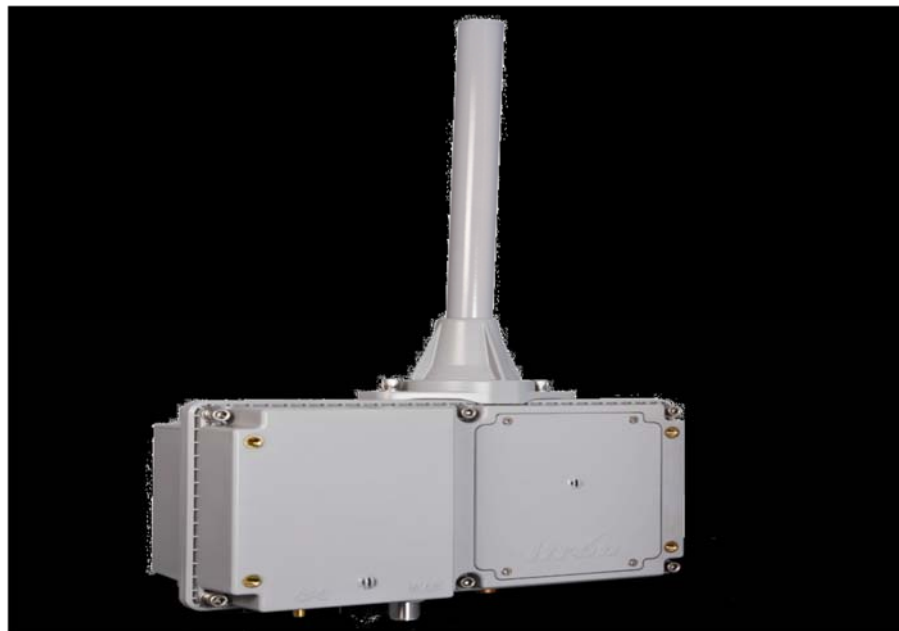
- B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



- Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

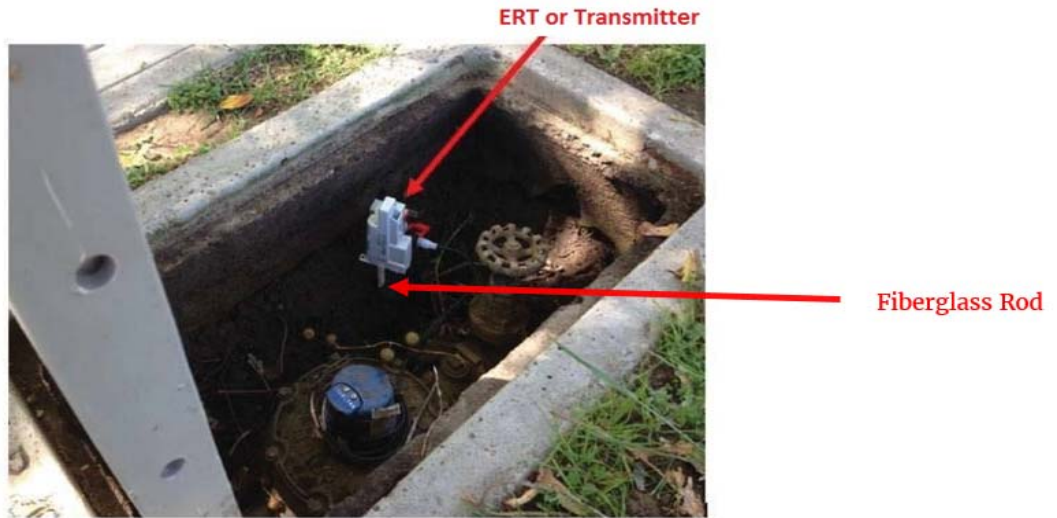


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and R.E. Schultz Construction, Inc., herein called "Contractor" for construction of **Rancho Mission Canyon Park ADA Upgrades**; Bid No. **K-18-1697-DBB-3**; in the amount of **One Million Six Hundred Fifty Thousand Eight Hundred Sixty Eight and Zero Cents (\$1,650,868.00)**, which is comprised of the Base Bid plus Additive Alternates A.

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 **Rancho Mission Canyon Park ADA Upgrades**, on file in the office of the Public Works Department as Document No. **S-15004**, 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 **Rancho Mission Canyon Park ADA Upgrades**, Bid Number **K-18-1697-DBB-3**, 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.

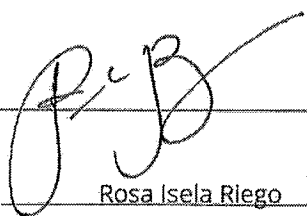
CONTRACT AGREEMENT (continued)

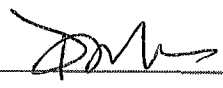
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 
Print Name: Rosa Isela Riego
Senior Contract Specialist
Public Works Department

By 
Print Name: Bonny Hsu
Deputy City Attorney

Date: July 18, 2018

Date: July 24, 18

CONTRACTOR

By 
Print Name: Richard Schultz

Title: President & Secretary

Date: 05/15/2018

City of San Diego License No.: B2016005827

State Contractor's License No.: 1007195

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000033385

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 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:

Rancho Mission Neighborhood Park Area Upgrades

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-18-1697-DBB-3**; SAP No. (WBS/IO/CC) **S-15004**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

CONTRACTOR CERTIFICATION

Equal Benefits Ordinance Certification

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

LIST OF SUBCONTRACTORS

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

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

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

- ⓐ 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 | | |
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

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

ALTERNATE A

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNER SHIP
Additive	Name: <u>USA Shade & Fabric Structures</u> Address: <u>8505 Chancellor Row</u> City: <u>Dallas</u> State: <u>CA</u> Zip: <u>75247</u> Phone: <u>214-905-9500</u> Email: <u>pabrecht@usa-shade.com</u>	<i>Both</i>	100003533	989458	Shade Install	\$37,985	N/A	CA	Corp
	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**

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That R.E. Schultz Construction, Inc. as Principal, and
U.S. Specialty Insurance Company as Surety, are

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

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

Rancho Mission Canyon Park ADA Upgrades per K-18-1697-DBB-3

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 19th day of April, 2018

R.E. Schultz Construction, Inc. (SEAL) U.S. Specialty Insurance Company (SEAL)

(Principal)

(Surety)

By: 
Richard Schultz, President
(Signature)

By: 
Blake A Pfister, Attorney-in-fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On April 16, 2018 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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 Lianne Nahina
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond 11-327-203 Document Date: April 19, 2018

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

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

Signer Is Representing: U.S. Specialty Insurance Company

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

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

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

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ **5,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

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

Corporate Seals



By:

Daniel P. Aguilar, Vice President

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.

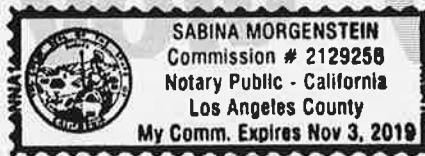
State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

Handwritten signature of Sabina Morgenstein.



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 19th day of April, 2018

Corporate Seals



Kio Lo, Assistant Secretary

Bond No. 11-327-203
Agency No. 3074

Handwritten signature of Kio Lo.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

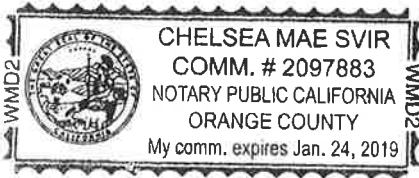
On April 18, 2018 before me, Chelsea Mae Svir, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard Schultz
Name(s) of Signer(s)

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

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 Chelsea Mae Svir
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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: R.E. Schultz Construction, Inc.

Certified By Richard Schultz Title President
Name

 Date 4/18/2018
Signature

USE ADDITIONAL FORMS AS NECESSARY

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Per plans the contractor will install the playground equipment. Will the City provides or supply the Playground Equipment and Install by the Contractor?

A1. All playground equipment is to be purchased by the contractor and included in the lump sum bid item for "Installation of Children's Play Area and Play Equipment". The bid item for "Installation of Children's Play Area and Play Equipment" shall include payment for all costs to provide and install the play equipment included in the Equipment and Furnishings Schedule on Sheet L-04 and shown on sheet L-05 of the construction drawings. The lump sum bid item "Construction of Park Improvements" shall include payment for all costs associated with any items included in the contract documents where a separate bid item is not included.

Please also refer to SSP section 219-1.1 (Page 60). The contract price for the Play Structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the Play Structures as shown on the plans, and as specified in these special provisions and as directed by the City, including clean-up, repairs, and guarantees.

James Nagelvoort, Director
Public Works Department

Dated: *April 11, 2018*
San Diego, California

JN/AR/mlw

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. Went to Planet Bids Site; Did not see attachment and/or link for GeoTech/Sols Report/s mentioned at Site Meeting earlier today by City Proj. Mgr.

A1. The link is included in the contract specifications. A link to the Geotechnical Report is provided under section 2-7 of the Supplementary Special Provisions, "SUBSURFACE DATA", page 32.

Q2. Plan sheets D-01 and D-02 show existing fence that should be removed per the site visit. Please provide new plan sheets stating the locations of the existing fence to be removed.

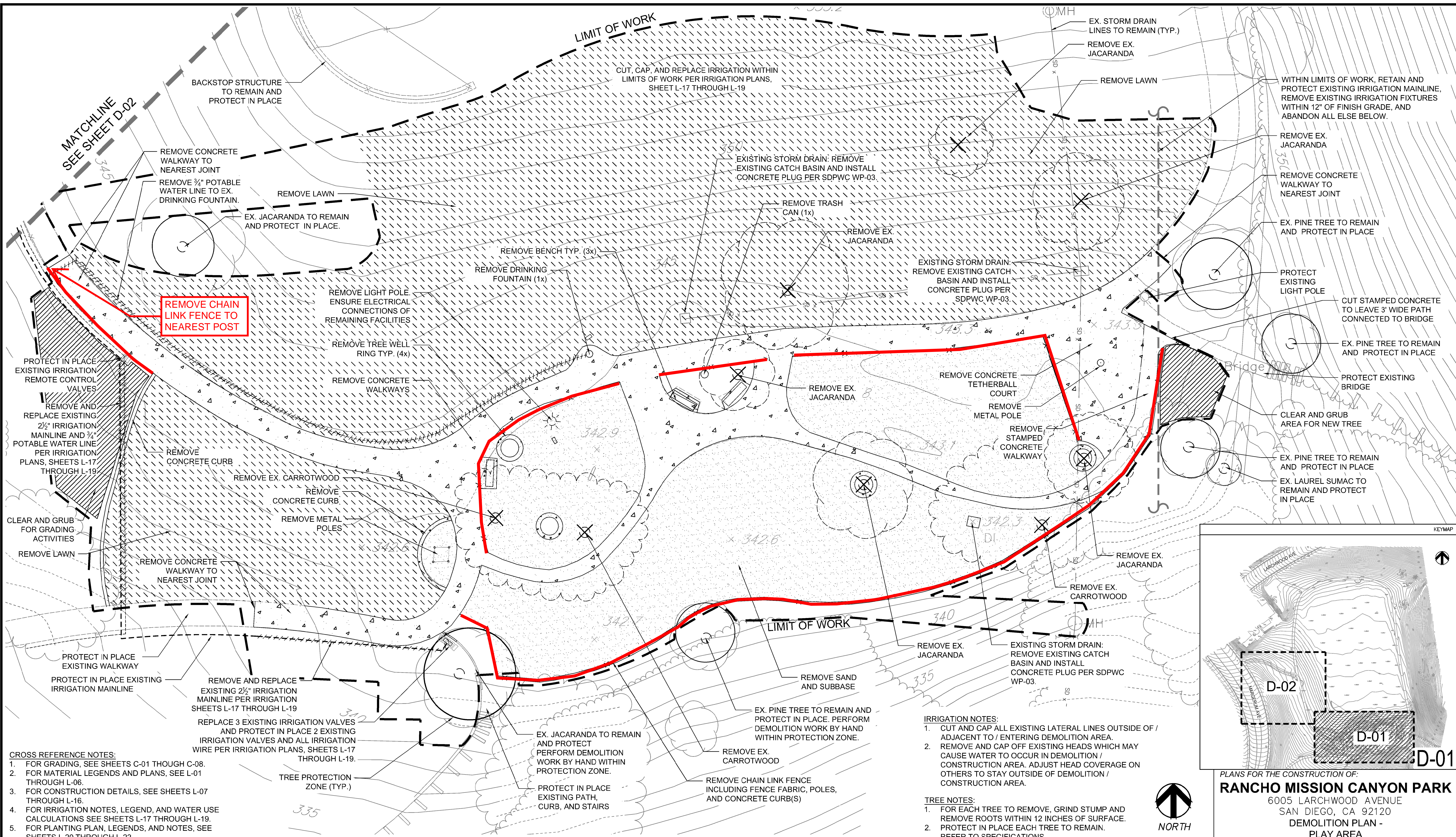
A2. All chain link fence surrounding the existing playground and shown on sheet D-01 outlined in red, shall be removed, as shown in the exhibit on pages 3 through 4 of this Addendum. All chain link fence on sheet D-02 along exiting walkway shall be protected in place. Drawing sheets D-01 and D-02 on pages 3 and 4 are referenced herein for illustrative purposes only.

James Nagelvoort, Director
Public Works Department

Dated: *April 9, 2018*
San Diego, California

JN / AR / cc

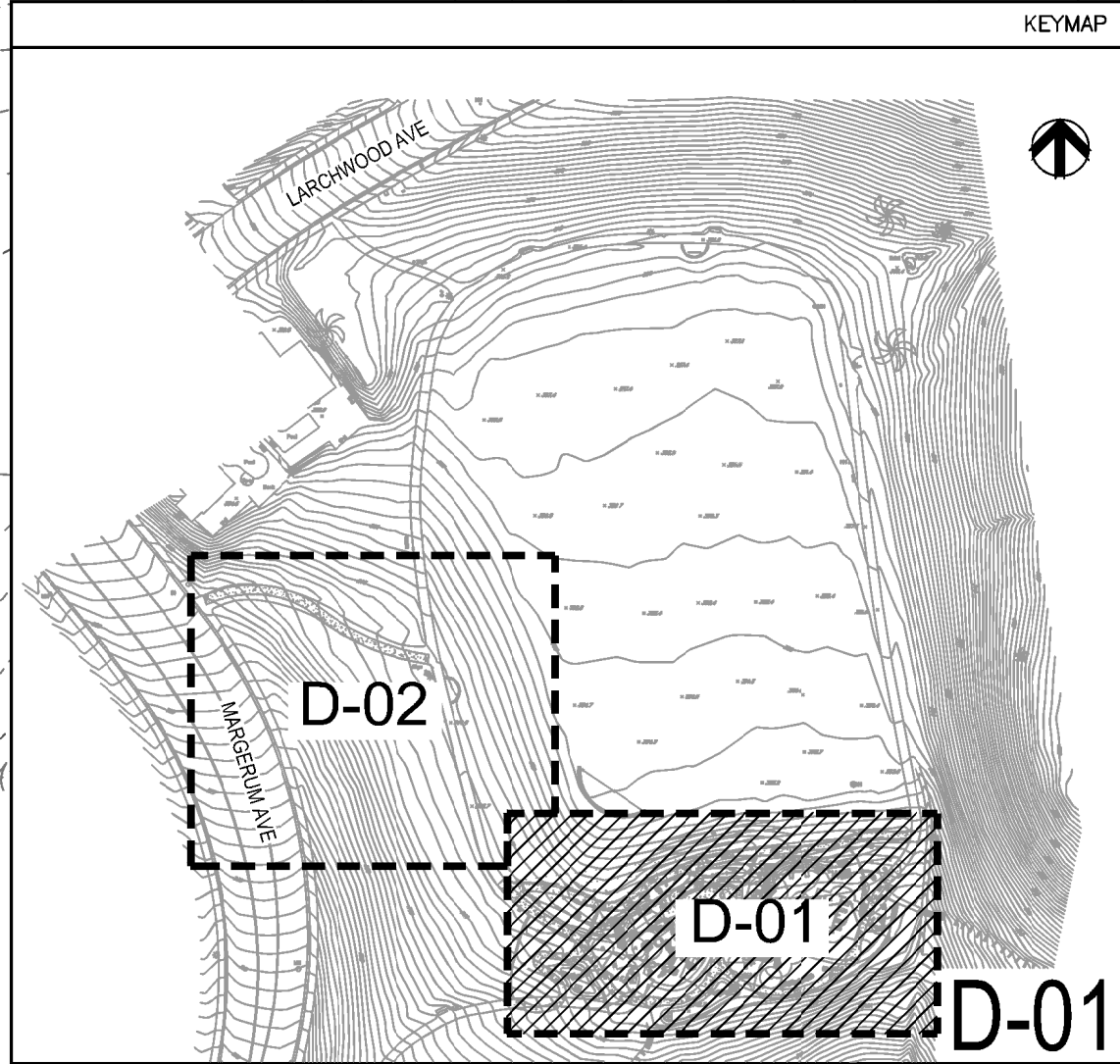
RANCHO MISSION CANYON PARK ADA UPGRADES



REMOVE CHAIN LINK FENCE TO NEAREST POST

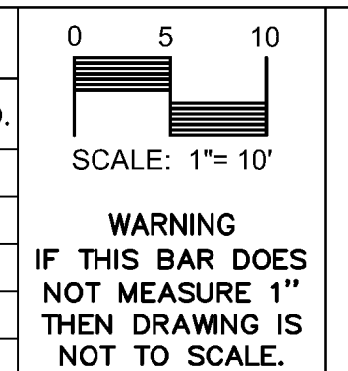
- CROSS REFERENCE NOTES:**
1. FOR GRADING, SEE SHEETS C-01 THOUGH C-08.
 2. FOR MATERIAL LEGENDS AND PLANS, SEE L-01 THROUGH L-06.
 3. FOR CONSTRUCTION DETAILS, SEE SHEETS L-07 THROUGH L-16.
 4. FOR IRRIGATION NOTES, LEGEND, AND WATER USE CALCULATIONS SEE SHEETS L-17 THROUGH L-19.
 5. FOR PLANTING PLAN, LEGENDS, AND NOTES, SEE SHEETS L-20 THROUGH L-22.

- IRRIGATION NOTES:**
1. CUT AND CAP ALL EXISTING LATERAL LINES OUTSIDE OF / ADJACENT TO / ENTERING DEMOLITION AREA.
 2. REMOVE AND CAP OFF EXISTING HEADS WHICH MAY CAUSE WATER TO OCCUR IN DEMOLITION / CONSTRUCTION AREA. ADJUST HEAD COVERAGE ON OTHERS TO STAY OUTSIDE OF DEMOLITION / CONSTRUCTION AREA.
- TREE NOTES:**
1. FOR EACH TREE TO REMOVE, GRIND STUMP AND REMOVE ROOTS WITHIN 12 INCHES OF SURFACE.
 2. PROTECT IN PLACE EACH TREE TO REMAIN. REFER TO SPECIFICATIONS.



PLANS FOR THE CONSTRUCTION OF:
RANCHO MISSION CANYON PARK
 6005 LARCHWOOD AVENUE
 SAN DIEGO, CA 92120
DEMOLITION PLAN - PLAY AREA

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.



The City of
SAN DIEGO Public Works

CONSULTANT



3916 Normal Street
 San Diego, CA 92103
 619.294.4477
www.ktua.com

December 1, 2017	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 03 OF 38 SHEETS	WBS S-15004
SPEC # 1697	APPROVED BY: FOR CITY ENGINEER SAMIR MAHMALJI DATE: 7/31/11 PROJECT ENGINEER: DARREN GENOVA	CONTROL CERTIFICATION: 230-1749 LAMBERT COORDINATES: 39978-03-D
CONTRACTOR: _____ DATE STARTED: _____ INSPECTOR: _____ DATE COMPLETED: _____		

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

R.E. Schultz Construction, Inc.	R.E. Schultz Construction, Inc.
Legal Name	DBA
1767 N. Batavia St.	CA 92865
Street Address	City State Zip
Chelsea Morris, Office Manager	714-649-2627 714-740-5049
Contact Person, Title	Phone Fax

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Richard Schultz	President & Secretary
Name	Title/Position
Silverado, CA	same
City and State of Residence	Employer (if different than Bidder/Proposer)
R.E. Schultz Construction, Inc. 100% \$1,650,868.00	
Interest in the transaction	
N/A	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
N/A	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
N/A	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
N/A	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
N/A	

N/A
Name Title/Position
City and State of Residence Employer (if different than Bidder/Proposer)
Interest in the transaction

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Interest in the transaction

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Richard Schultz, President + Secretary
Signature
Date 7/24/18

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