

City of San Diego

CONTRACTOR'S NAME: Atlas Development

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FAX NO.: 858-935-9166

CITY CONTACT: Ronald McMinn, Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

J. Scott/A. Jaro/cc

BIDDING DOCUMENTS



FOR

CARMEL CREEK NEIGHBORHOOD PARK IMPROVEMENTS

BID NO.: K-19-1795-DBB-3

SAP NO. (WBS/IO/CC): S-16037

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 1

PROJECT TYPE: GB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

MARCH 12, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

Jeff Just

01-30-19

Seal:



1) Registered Architect

Date

Samir M

01/31/2019

Seal



2) For City Engineer

Date

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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 **Carmel Creek Neighborhood Park Improvements**. 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 **\$1,053,000**.
4. **BID DUE DATE AND TIME ARE: MARCH 12, 2019 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **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	8.3%
2. ELBE participation	9.8%
3. Total mandatory participation	18.1%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. AWARD PROCESS:

- 8.1.** 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.
- 8.2.** 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.
- 8.3.** 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.
- 8.4.** The low Bid will be determined by the Base Bid.
- 8.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750, (7th Floor)
San Diego, California, 92101
Attention: Ronald McMinn

OR:

RMcMinn@sandiego.gov

- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4.** 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.

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.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. 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 who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days 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>

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 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. 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.

8. 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

Title	Edition	Document Number
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
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

9. **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.
10. **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.
11. **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.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **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 **PORZION** 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.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. 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.

12.3. 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.

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

14. AWARD:

- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** 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.
- 14.3.** 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- 19.1.** 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.

- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

20.7. 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.

20.8. 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.

21. BID RESULTS:

21.1. 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.

21.2. 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.

22. THE CONTRACT:

22.1. 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.

22.2. 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.

22.3. 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.

22.4. 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.

- 22.5.** 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 by 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.
- 23. 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.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** 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**.

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Atlas Development Corporation, a corporation, as principal, and
Great American Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Million Twenty Three Thousand Eight Hundred Forty Nine Dollars and Fifty One Cents
(\$1,023,849.51) for the faithful performance of the annexed contract, and in the sum of **One Million**
Twenty Three Thousand Eight Hundred Forty Nine Dollars and Fifty One Cents (\$1,023,849.51).
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.

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

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

Dated March 26, 2019

Approved as to Form

Atlas Development Corporation

Principal

By M. Atefi

Mark Atefi

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]

Deputy City Attorney

Great American Insurance Company

Surety

By [Signature]

Tara Bacon, Attorney-in-fact

Approved:

750 The City Drive South, Suite 470

Local Address of Surety

By [Signature]

Orange, CA 92868

Local Address (City, State) of Surety

Stephen Samara
Principal Contract Specialist
Public Works Department

714-740-3101

Local Telephone No. of Surety

Premium \$ 15,112.00

Bond No. 2119168

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

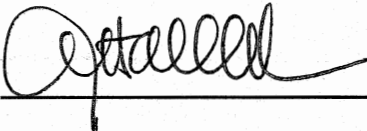
State of California
County of San Diego)

On March 26, 2019 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 15079

POWER OF ATTORNEY

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

Name	Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	\$100,000,000.00
TARA BACON	MINNA HUOVILA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of AUGUST, 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Mty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this

day of

MAR 26 2019



Mty L C B

Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The Scope of this project is to provide voluntary ADA Upgrades within the park, including, but not limited to: ADA access from Camarena Road to play area; ADA access to new play equipment within play area; shade structure (under separate permit); tables, barbeques, prep tables, and trash and recycle receptacles; landscape and irrigation adjustments and repairs as necessary.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **40516-1-D** through **40516-14-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

4260 Carmel Center Road, San Diego, CA 92130 (See **Appendix E – Location Map**)
3. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **220 Working Days**.

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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 Prevailing Wage Unit at 858-627-3200.

- 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 Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (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).

1.12.1. 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 **8:30 AM to 3:30 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 **50%** of the base Bid and **50%** of any Alternates.

- 2-5.3.4 Supporting Information.** To the "WHITEBOOK", ADD the following:

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

- 2-5.4.2 Asset Specific Red-lines.** To the "WHITEBOOK", ADD the following:

1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:

- a) Locations and depths of underground utilities.
- b) Revisions to the routing of piping and conduits.

- c) Actual equipment locations.
- d) Pull Boxes.
- e) Electrical Meter, including meter address.
- f) Items abandoned in place.

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:
 - a. Solis Investigation Proposed Carmel Creek Park Improvements dated January 19, 2018 by K2 Engineering.
- 5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/5xtexn3q7sp5yi3m>

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.

2-9.2 Survey Service. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

2-9.2 Survey Service.

- 1. You shall preserve construction survey stakes, control points, and other survey related marks described in 2-9.2.1, "Survey Services Provided by the City" for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the City at your expense.

**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

3-3.2.3

Markup. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.

- b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
- c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
- d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

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 3-5.1.5, "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.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

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) Play equipment and safety surface.
 - b) Concrete work 3000 psi and greater.
 - c) Picnic Shelter.

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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

5-1.1 General. To the "WHITEBOOK", ADD the following:

9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

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

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

2. 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", items 5, 9, 20, and 22, DELETE in their entirety and SUBSTITUTE with the following:

5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. The **90 Calendar Days** for the Plant Establishment Period is included in the stipulated Contract Time. Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

22. With every pay request, submit the following:
- a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - 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 **Appendix D – Sample City Invoice with Cash Flow Forecast** 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. See “Cash Flow Curve Fitting Example” at the location below:

<https://www.sandiego.gov/publicworks/edocref>

6-1.6 Excusable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.1 Excusable Compensable Delays.

- 1. If an Excusable Delay meets the requirements of 6-6.2, “Extensions of Time”, then the City shall compensate for the following circumstances:
 - a) The City’s failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.
 - b) The City’s failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.
 - c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
 - d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.

- e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
- f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
- g) Delays due to the City's acts or omissions and those within the City's control.
- h) Delays requested by the City.

ADD:

6-1.6.2 Excusable Non-Compensable Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Carmel Creek Neighborhood Park Improvements**, Project No. **S-16037**, 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, unless separate bid items have been provided.

6-6.2 Extensions of Time. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. You shall include in your request a general description of the basis for and the estimated length of any extension and submit supporting data.

3. The Engineer shall not grant an extension of Contract Time unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence.
4. The Engineer shall issue a weekly document that shall stipulate the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 15 Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3-5.1, "Claims".

6-6.4 **Written Notice and Report.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the City to consider such request.

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.

7-3.2.5 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.

5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-3.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an

endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

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.**

7-13.4

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 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 209 – PRESSURE PIPE

209 PRESSURE PIPE. To the “WHITEBOOK”, ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

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.

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
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.

SECTION 300 - EARTHWORK

ADD:

300-2.1.1 Miscellaneous Grading Conditions.

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

1. Lawn or Unpaved Areas: Plus or minus 1 inch.

2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

300-2.1.2 Moisture Control. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

300-2.1.3 Compaction of Backfill and Fills.

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

300-2.1.4 Slope Repair Grading. Site runoff shall not be permitted to flow over the tops of slopes. Positive drainage shall be established away from the top of slopes:

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

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

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

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-6.5.1 General. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.
 - iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
 - b) When jetting, care shall be exercised to avoid floating of the pipe.
2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, “Crushed Rock and Rock Dust”. Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).
3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, “Crushed Rock and Rock Dust”. Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

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.

600-5

PAYMENT. To the "WHITEBOOK", Delete in its entirety and SUBSTITUTE with the following:

1. The payment for access Work as specified in SECTION 600 - ACCESS shall be included in the Contract Price.

SECTION 800 - MATERIALS

800-1.1.2

Class "A" Topsoil. To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Material and Supplier's Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility
 - viii. Heavy Metals
 - ix. Soil Permeability in Inches per Hour
 - x. Toxic Elements
 - xi. Chloride Content
 - xii. pH
 - xiii. EcE (electrical conductivity)
 - xiv. SAR (Sodium Absorption Ratio)
 - xv. Organic Content by Dry Weight

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

- xvi. Carbon : Nitrogen Ratio
- xvii. Water-soluble Nutrient Levels
- xviii. Recommendations for adding amendments, chemical corrections, or both.
- xix. Determination whether limestone is present or not.
- xx. Percent water in saturation extract.
- xxi. Saturation extract analysis for the major soluble ions: calcium, magnesium, sodium, potassium, chloride, nitrate and sulfate.
- xxii. Concentration of boron in saturation extract.
- xxiii. Extractable nutrients and minerals, including potassium, phosphorus, sulfur, magnesium, iron, manganese, zinc, copper, boron, sodium, and molybdenum.
- xxiv. Problem materials which may be present, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, vanadium.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
ECe (electrical conductivity)	0.0 – 3.0
SAR (Sodium Absorption Ratio)	0.0 – 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm

Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer that 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

800-1.2.4 Organic Soil Amendment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Type 1 organic soil amendment shall be fully composted aerobic humus compost without the presence of malodorous decomposition products.
 - a) The organic matter content shall be at least 50% by dry weight.
 - b) Humus material shall have an acid-soluble ash content of no less than 6% and no more that 20%.
 - c) Acceptable products include, but are not limited to, composts, manures, mushroom composts, straw alfalfa, peat moss.
 - d) Products shall be low in salts, low in heavy metals, free from weed seeds, free from pathogens, and other deleterious materials.
 - e) Composted wood products are conditionally acceptable in which stable humus is present. Wood based products using redwood or cedar are not acceptable. Sludge based materials are not acceptable.

2. Type 1 organic soil amendment shall have the following properties:

pH	6.0 - 8.5
Salt Content	Less than 10 millimho/cm @ 25° C in a saturated extract
Boron	Less than 1 ppm

Silicon Content (Acid-Soluble Ash)	Less than 50%
Carbon : Nitrogen Ratio	Less than 20:1
Maximum Particle Size	0.5 inch with 80% passing a No. 4 (4.75mm) screen
SAR (Sodium Absorption Ratio)	Less than 5

800-1.2.5 Mulch. To the “WHITEBOOK”, item 3, subsection “i”, ADD the following:

Type 9 Mulch shall be from 2 inch minimum to 4 inch maximum in size.

800-1.2.6 Inorganic Soil Amendments. To the “WHITEBOOK”, ADD the following:

2. Soil sulfur shall be 98% elemental sulfur.

ADD:

800-1.7

Herbicide.

1. Pre-emergent herbicide shall be as determined by Contractor. The purpose of the pre-emergent herbicide is to control the growth of weeds within planter areas below the bark mulch layer. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications.
2. Post-emergent herbicide shall be non-selective type for total control of undesirable vegetation, available as Roundup or approved substitution as determined by the Contractor. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications. Application shall be in accordance with precautions and rates suggested by the manufacturer.

800-2 IRRIGATION SYSTEM MATERIALS

800-2.1 Pipe and Fittings.

ADD:

800-2.1.7

Sand Encasement.

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

800-2.2.7 Valve Boxes. To the “WHITEBOOK”, Add the following:

4. Valve box locking lids: the Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip

with a marine-type stainless steel machine bolt and self-locking unit. Apply oil to lubricate and to prevent rust.

800-3 ELECTRICAL MATERIALS

ADD:

800-3.2.2.4 Wire Testing.

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

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)

TECHNICALS

Carmel Creek Neighborhood Park Improvements

2

SUPPLEMENTAL CSI SPECIFICATIONS

SUPPLEMENTAL CSI SPECIFICATIONS

DIVISION 10 – SPECIALTIES

10 73 00 Manufacturer Protective Covers

DIVISION 11 – EQUIPMENT

11 68 13 Playground Equipment

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 18 16 Playground Protective Surfacing

DIVISION 26 - ELECTRICAL

26 05 00 Common Work Results

26 05 19 Low Voltage Power Conductors

26 05 26 Grounding and Bonding

26 05 33 Raceways and Boxes and Electrical Systems

26 05 53 Identification for Electrical Systems

26 56 00 Exterior Lighting

SECTION 10 73 00

MANUFACTURER OF PROTECTIVE COVERS

PART 1 - GENERAL

1.1 DESCRIPTION OF PRODUCT

- A. Shelter Type: 16' x 62' Curved Arbor Shelter. See Construction Plans for model number, color and finish.
- B. Roof Slope: 2:12
- C. Clear height under Tie Beam (UTB): As noted on the Construction Plans. This is the clearance under the tie beam which spans between the columns.

1.2 REFERENCES

A. REFERENCED STANDARDS

- 1. AISC – American Institute of Steel Construction
 - a. AISC Steel Construction Manual – 14th edition
 - b. AISC 360-10 Specification for Structural Steel Buildings
- 2. ASTM – American Society for Testing and Materials
 - a. ASTM A36/A36M – Standard Specification for Carbon Structural Steel; 2008
 - b. ASTM A325 – Standard Specification for Structural Steel Bolts, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010
 - c. ASTM A563 – Standard Specification for Carbon and Alloy Steel Nuts; 2007a
 - d. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a
 - e. ASTM A653/A653M – Standard Specification for Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvanealed) by the Hot Dip Process; 2010
 - f. ASTM A792/A792M – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process; 2010
 - g. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 50 and 105 ksi Yield Strength; 2007a
- 3. AWS – American Welding Society
 - a. D1.1
 - b. D1.3
 - c. D1.8
- 4. OSHA – Occupational Safety and Health Administration
 - a. Steel Erection Standard 29 CFR 1926.750 Part R
- 5. SSPC – Steel Structures Painting Council
 - a. SSPC-SP 2 – Hand Tool Cleaning; 2004
 - b. SSPC-SP 10/NACE No. 2 – Near White Blast Cleaning; 2007
- 6. LEED – Leadership in Energy and Environmental Design
- 7. ISO – International Organization for Standardization

1.3 SYSTEM DESCRIPTION

- A. The structure shall be a pre-engineered package and shall be shipped as a pre-cut (excluding standing seam roof panels where applicable) and pre-fabricated package that shall include the structural framing members, roof panels, fasteners and roof trim as well as job specific installation instructions. The structure will be shipped in an un-assembled package for ease of shipment and minimum shipping charges.

1.4 SUBMITTALS

- A. Submit a minimum of four (4) sets of submittal drawings and (2) sets of structural calculations signed and sealed by a Professional Engineer licensed in the state of California.

B. PRODUCT DESIGN REQUIREMENTS:

- 1. The structure shall meet the following design requirements:
 - a. Building Code: 2016 California Building Code
 - b. Ground Snow Load: 20 p.s.f.
 - c. Live Load: 20 p.s.f.
 - d. Wind Speed: 85 m.p.h. Exp “C”
 - e. Seismic Design Category: D

C. SUBMITTAL REQUIREMENTS

- 1. Calculations:
 - a. Design according to the requirements of the national, state or local building codes as indicated in Section 1.4.B.
 - b. Calculations shall include all member design for each different member type.
 - c. Connection design for each different connection that will determine the design of the bolts, welds, plate thickness and anchorage to the foundation.
 - d. Foundation design shall be for the loads applied and not a generic foundation design, taking into account all soils information.
- 2. Submittal Drawings:
 - a. Anchor bolt layout with all appropriate dimensions for installation.
 - b. Site specific foundation design.
 - c. Isometric as well as elevation and plan views of the framing members along with the member sizes and locations indicated on the drawings.
 - d. Connection details for every connection on the frame.
 - e. Roof panel connections and trim installation details.
 - f. All accessories on the structure shall have an installation detail as well as connection details.

D. FOUNDATION DESIGN

- 1. The foundation design shall be supplied by the manufacturer.
- 2. Anchor bolts shall be supplied by the manufacturer.
- 3. Foundation materials and labor shall be provided by the structure contractor.
- 4. Owner should provide site specific soils information for proper foundation design, if that data is not provided the foundation will be design for the minimum soil values allowed by code.

1.5 QUALITY ASSURANCE

A. MANUFACTURER QUALIFICATIONS

1. The product shall be designed, engineered and fabricated at a facility operated and directly supervised by the manufacturer.
2. Full Time on Staff Quality Assurance Manager.
3. All welders must be AWS certified for welding steel structures.
4. Membership in the American Welding Society (AWS).
5. Membership in the American Institute of Steel Construction (AISC).
6. Full Time on Staff Licensed Engineer.
7. Published Quality Control System manual.
8. Quality Control System must pass an annual audit by a Third Part Agency.
9. ISO 9001 certification for Powder Coating System.

B. MANUFACTURER'S CERTIFICATIONS

1. Clark County, NV Approved Fabricator.
2. City of Riverside, CA Approved Fabricator.
3. City of Houston, TX Approved Fabricator Structural Steel.

1.6 FIELD OR SITE CONDITIONS

A. Foundations shall be installed per the manufacturer's installation drawings.

1. All foundations shall be cast at the same elevation unless specifically noted on the manufacturer's installation drawings.

B. Anchor bolts shall be placed in the foundation as per the manufacturers installation drawings utilizing the anchor bolt template supplied with the anchor bolts.

1. Anchor bolts shall be installed per the dimensions and orientation shown on the drawings.

1.7 MANUFACTURER WARRANTY

A. Shelter shall have a 10 year limited warranty on the steel framing members.

B. Shelter shall have a 10 year limited warranty on the powder-coated elements.

C. For all Metal Roofing there will be a pass through warranty direct from the metal Roofing supplier, warranty shall be provided on request.

PART 2 - PRODUCTS

2.1 SHELTER SYSTEM AND MATERIALS

A. MANUFACTURERS:

1. Manufacturer: ICON Shelter Systems, Inc. or approved equal.

2. Pricing for this specific project and specified shelter can be requested from:
 - 1) Unique Recreation Consultants, Inc.
 3. The product shall be designed and fabricated at a facility operated and directly supervised by the manufacturer.
- B. SUBSTITUTION LIMITATIONS:**
1. Substitutions must be approved by the City in accordance with the Contract Documents.
 2. Alternate products shall meet the City of San Diego's As-Equal requirements.
- C. PRODUCT REQUIREMENTS AND MATERIALS:**
1. **GENERAL:**
 - a. The pre-engineered and pre-fabricated package of parts shall be pre-cut and packaged unless noted otherwise. These packages will include all parts and pieces necessary to field assemble the shelter at the jobsite. The shelter shall be shipped in knocked down format to minimize shipping expenses. Field labor will be kept to a minimum with no on-site welding required.
 2. **CONCRETE FOR FOUNDATIONS:**
 - a. Concrete shall have a minimum 28-day compressive strength of 2,500 psi unless noted otherwise on the foundation detail.
 - b. Reinforcing steel shall be ASTM A615, Grade 60.
 3. **COLUMNS:**
 - a. Hollow Structural Section (HSS) columns shall meet ASTM A500, Grade B with a minimum wall thickness of 3/16" (0.1875").
 - b. Unless the columns are direct buried in the foundation the columns shall attach to the foundation with a minimum of four (4) anchor rods and shall meet OSHA Steel Erection Standard 29 CFR 1926.755(a)(1).
 4. **STRUCTURAL FRAMING:**
 - a. All Hollow Structural Sections (HSS) shall meet ASTM A500, Grade B. "I" Beams, tapered columns or open channel sections shall not be accepted for primary members.
 5. **COMPRESSION RINGS:**
 - a. Compression rings shall be made of ASTM A36 structural plate or of structural channel welded together to form the ring. All connections not requiring compression rings shall use ASTM A500, Grade B HSS sections for these connections.
 6. **CONNECTION REQUIREMENTS:**
 - a. Anchor rods shall be ASTM F1554, Grade 36 unless otherwise noted.
 - b. Structural fasteners shall be ASTM A325 high strength bolts and A563 nuts.
 - c. All structural fasteners shall be hidden within the framing members whenever possible.

- d. No field welding shall be required to finish the construction of the shelter.
 - e. Manufacturer shall supply extra fasteners.
7. ROOFING MATERIALS:
- a. Uneven Steel Slats at 2:12 Slope
8. FACTORY FRAME FINISH:
- a. E-COAT/ POWDERCOAT:
 - 1) The steel shall be shot-blasted to the specification of SSPC-SP10 near white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
 - 2) The shot-blasted parts are then washed with zinc-phosphate in an eight (8) stage washer.
 - 3) The steel is then immersed in a liquid epoxy and coated through an electro-deposition process (E-coat), this is coated both inside and out to a uniform cover of 0.7-0.9 mils. The E-coat totally encapsulates the part for superior corrosion protection.
 - 4) The parts are then coated with a color coat of TGIC polyester powder and then one clear coat for a final finish thickness of 8 to 12 mils.
9. FACTORY PRIME PAINT
- a. All steel shall be cleaned to the specification of SSPC-SP2 (Hand Tool cleaning) or better.
This removes all loose mill scale, loose rust and any other loose foreign matter. The clean steel will then be primed with a quick dry, lead and chromate free alkyd primer.
10. ACCESSORIES
- a. ELECTRICAL ACCESS
 - 1) Standard in all column bases is a 1 3/4" diameter hole, located in the center of the plate. This allows electrical wiring into the column base.

PART 3 - EXECUTION

3.1 STORAGE AND HANDLING

- A. When the shelter arrives at the jobsite protect the products from weather, sunlight and damage.
- B. When unloading, pad the forks and use other precautions to protect the powder-coated finish. Do not use chains to move the materials, use straps. Handle all materials carefully in the field to avoid scratching the powder-coat finish.
- C. Contractor shall store the product elevated from the soil to allow full air circulation around the materials as do not introduce mold, decay, fungi or insects into or on the

materials. One end of the materials shall be elevated higher than the other end if storage will be longer than a few days as to allow the water to run off the materials.

3.2 INSTALLATION OF MATERIALS

- A. The shelter shall be placed on prepared foundations that were designed by the manufacturer (unless otherwise noted). Materials for these foundations are not supplied by the manufacturer, but by the foundation installation contractor. Foundation shall be constructed to all local building code requirements and per good construction practices for the specific site conditions.
 - 1. In accordance with OSHA Steel Erection Standard 29 CFR 1926.750 Part R, anchor rods shall be installed for proper column stability and shall have a minimum of four (4) anchor bolts per column. Therefore no single anchor rod column base connections shall be allowed.
- B. The contractor shall install all parts and pieces per the manufacturer's supplied installation instructions and these specifications.
- C. The interface with other work required is to be coordinated by the customer or the customer's agent. Some design may have electrical or plumbing requirements that are not supplied by the manufacturer.
- D. Tolerances on structural steel members are set according to AISC Code of Standard Practice for Steel Buildings and Bridges and have been used for the fabrication of this product. These tolerances will not and cannot be increased. No field slotting or opening of holes will be allowed without proper guidance from the Manufacturer's Engineering Department.

3.3 REPAIR

- A. No field modifications or corrections are allowed without authorization from the City Resident Engineer upon coordination with the manufacturer.

3.4 SITE QUALITY CONTROL

- A. Contractor to coordinate with City of San Diego Development Services Department for all special inspections.

END OF SECTION 10 73 00

SECTION 11 68 13

PLAYGROUND EQUIPMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

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

1.2 RELATED SECTIONS

- A. 32 1816 PLAYGROUND PROTECTIVE SURFACING

1.3 QUALITY ASSURANCE

- A. Licensing: Refer to contract section: Notice Inviting Bids.
- B. Contractor shall provide materials, install play equipment, and construct playground areas in accordance with the following standards and guidelines. In case of conflict, the most restrictive-and highest quality standards and guidelines shall apply to the work.
 1. "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM F1487-98, published by the American Society for Testing and Materials (ASTM).
 2. "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment," ASTM F1292-99.
 3. "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment," ASTM F1 951-99.
 4. U.S. Consumer Products Safety Commission, *Handbook for Public Playground Safety*, published by the Consumer Product Safety Commission (CPSC), latest edition.
 5. "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
 6. All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
 7. All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.
 8. All manufacturers must be ISO 9001 certified.
- C. References and Standards
 - CPSC: Consumer Product Safety Commission

- IPEMA: International Playground Equipment Manufacturers Association
 - ADA: Americans with Disabilities Act
 - ISO: International Organization for Standardization
- D. Installation of play equipment and resilient surfacing shall be in full conformance with California Administrative Code Title 24 disabled access requirements.

1.4 DELIVERY, STORAGE AND HANDLING

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

1.5 GUARANTEES AND WARRANTIES

- A. Contractor shall provide manufacturers' written certification that play equipment, resilient fill, and accessible resilient surfacing have been installed in accordance with manufacturers' recommendations and Contract Documents.
- B. Contractor shall provide the City with manufacturers' written warranties for accessible resilient surfacing and play equipment.
- C. The equipment manufacturer shall warrant material and workmanship against defects, from the date of shipment, for the period of time as follows:
- a. **LIMITED LIFETIME WARRANTY** on all steel deck posts, clamping/fastening system and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
 - b. **LIMITED FIFTEEN (15) YEAR WARRANTY** on main support materials and decks against structural failure caused by corrosion, defective materials or defective workmanship.
 - c. **LIMITED TEN (10) YEAR WARRANTY** on all steel playsystem components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship.
 - d. **LIMITED TEN (10) YEAR WARRANTY** on all rotomolded plastic against structural failure caused by defective materials or defective workmanship.
 - e. **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above against structural failure caused by defective materials or defective workmanship.

- D. The Contractor shall guarantee installation workmanship for a period of one year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the owner.
- E. Provide copy of contractor's installation warranty on company letterhead.

1.6 SUBMITTALS

- A. Contractor shall provide the following materials for review and acceptance by the City's representative.
 - 1. Play equipment Product Data: The Contractor shall submit products in accordance with Whitebook Section 2-5.3.4 and including:
 - a. Play Equipment Manufacturer and Manufacturer's Representative's name(s) and address(s)
 - b. Plan view drawings with model numbers; descriptive labels (including component names,) deck heights, and notations of compliance with CPSC, ASTM F1487-98 and ADA.
 - c. Detailed component list with model numbers and catalog descriptions
 - d. Color Chart
 - e. Written material specifications for all components
 - f. IPEMA certification certificate from the IPEMA Website
 - g. Copy of Manufacturer Warranty in Certificate format
 - h. Copy of Manufacturer's ISO 9001 Certification
 - 2. Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without the written authorization of the Owner's representative.

1.7 STAKING

- A. All Playground Equipment Safety zone stakings shall be evaluated and accepted by the City's and manufacturer's representatives prior to play equipment installation.

1.8 SAFETY

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

1.9 AVAILABILITY AND ORDERING OF SPECIFIED ITEMS

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

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

- B. Ordering: Specified items shall be submitted to and receive written approval by the Resident Engineer prior to ordering. Upon submittal approval, provide written evidence of timely ordering of specified items to the Resident Engineer.

PART 2 - PRODUCTS

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

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

QTY	NO.	DESCRIPTION
PlayBooster®		
Climbers Nature-Inspired		
1	169318C	Wood Plank Wiggle Ladder 48"Deck w/Recycled Wood-Grain Handholds DB
Climbers W/Permalene Handholds		
1	152907C	Deck Link w/Barriers Steel end panels 3 Steps
Decks		
1	184354C	Curved Transfer Module Left 2-5yrs 48"Dk DB
1	121948A	Kick Plate 8"Rise
1	111228A	Square Tenderdeck
2	111231A	Triangular Tenderdeck
Enclosures		
1	127953A	Handhold Panel Set
Motion & More Fun		
1	120818A	Playstructure Seat
Overhead Events		
1	139782A	2"Horizontal Ladder 4-5 Years Connected Between Decks

QTY	NO.	DESCRIPTION
Posts		
6	111404G	100" Alum Post DB
4	136689A	204" Steel Post For CoolToppers Full Sail DB 60" BURY 48"Dk
Roofs		
1	136488A	CoolToppers Full Sail DB Only
Slides		
1	130798A	Double Swirl Slide DB 48" Deck Height

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

QTY	NO.	DESCRIPTION
Freestanding Play		
Motion & More Fun		
1	173591A	OmniSpin Spinner Surface Mount
1	152179A	Saddle Spinner DB 12" Height
Signs		
1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury
Sports & Fitness		
1	173596A	Log Balance Beam DB
Swings		
1	221292A	5" Arch Swing Frame 8' Beam Height Only
1	221293A	5" Arch Swing Frame Additional Bay 8' Beam Height Only
2	174018A	Belt Seat ProGuard Chains for 8' Beam Height
2	176038A	Full Bucket Seat ProGuard Chains for 8' Beam Height

- C. Main 5-12 age Play Booster play structure shall be as specified on the plans, and shall include the following components, or approved equal:

QTY	NO.	DESCRIPTION
Freestanding Play		
Motion & More Fun		
1	218915A	Global Motion DB Only

QTY	NO.	DESCRIPTION
1	152179A	Saddle Spinner DB 16"Height
3	158105A	Wobble Pod DB Only
Signs		
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

D. Main 5-12 age Play Booster play structure shall be as specified on the plans, and shall include the following components, or approved equal:

QTY	NO.	DESCRIPTION
PlayBooster®		
Bridges & Ramps		
1	193171C	SwiggleKnots Bridge w/o Deck Connections DB Only
1	193173C	TightRope Bridge w/o Deck Connections
Climbers Nature-Inspired		
1	111812A	Headform Set
1	207581A	The Ascent Rock
Climbers W/Permalene Handholds		
1	152907B	Deck Link w/Barriers Steel end panels 2 Steps
Climbers W/Vibe Handholds		
1	184606A	O-Zone 3-Ring Climber Ground to Ground DB
Custom		
1	CP000486A	DTR PB NetPlex 14-Post Use w/14-Post Shade
1	CP000485A	DTR PB SkyWays 40ft dia. 14-Post NetPlex Shade
Decks		
1	111228A	Square Tenderdeck
1	169321A	Tree Stump Transfer Module 48"Dk (DB Only)
1	111231A	Triangular Tenderdeck
Enclosures		
2	169319A	Recycled Wood-Grain Lumber Panel
Mainstructures		
1	194659B	Disc Net Climber for 14-Post Mainstructure
Motion & More Fun		

QTY	NO.	DESCRIPTION
1	201545A	Blender Spinner DB
1	193176A	Boogie Board DB Only
3	166809A	E-Pod Seat
1	120902A	Handhold Leg Lift
1	193174A	Sol Spinner DB
Overhead Events		
1	193170A	LolliLadder w/2 E-Pods
Posts		
1	111404R	108"Steel Post DB 42" BURY
1	111404D	124"Alum Post DB
3	111404C	132"Alum Post DB
3	111404O	132"Steel Post DB 42" BURY
1	111404N	140"Steel Post DB 42" BURY
2	111404A	148"Alum Post DB
2	111404M	148"Steel Post DB
3	111404H	92"Alum Post DB
Slides		
1	130390A	Double Swoosh Slide DB 72" deck height.

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

- 2.5 Designs and specifications are based upon equipment from Landscape Structures equipment. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.

PART 3 - EXECUTION

3.1 INSTALLATION

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

3.2 MAINTENANCE

- A. Contractor shall maintain play equipment, resilient fill, and accessible resilient surfaces throughout the maintenance period.

- B. Scratches, dents and other damage to play equipment resulting from Contractor's operations shall be repaired to original condition, or play equipment shall be replaced as determined by the City's representative.

END OF SECTION 11 68 13

SECTION 32 18 16

PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

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

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

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

1.3 SYSTEM DESCRIPTION

A. Poured in Place Surfacing Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292-09):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
 - c. Flammability (ASTM D2859): Pass.
 - d. Tensile Strength (ASTM D412): 60 psi (413 kPa).

- e. Tear Resistance (ASTM D624): 140%.
- f. Water Permeability: 0.4 gal/yd²/second.
- g. Accessibility: Comply with requirements of ASTM F1951.

1.4 **SUBMITTALS**

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

1.5 **QUALITY ASSURANCE**

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certified Installers should be under the installers employ for a minimum of 180 days.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.6 **DELIVERY, STORAGE & HANDLING**

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

1.7 **PROJECT/SITE CONDITIONS**

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

1.8 **WARRANTY**

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.

- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the system in affected areas; and void the warranty.
 - 1. Warranty Period: Seven (7) years from date of Substantial Completion, as determined by the Resident Engineer.

PART 2 - PRODUCTS

2.1 **POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM**

- A. Manufacturer: SpectraTurf, Inc., or approved equal.
 - 1. Poured-in-place playground surfacing system, including the following:
 - a. SpectraPour Supreme Basemat
 - 1) Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
 - 2) Thickness: 3” or per playground equipment manufacturer, whichever is greater.
 - b. SpectraPour Supreme Top Surface:
 - 1) Material: 3 color blend of TPV granules (0.5 to 1.5mm granules) and aliphatic urethane binder
 - 2) Thickness: Nominal 1/2", minimum 3/8", maximum 5/8".
 - 3) Color: Per Plan
 - 4) Dry Static Coefficient of Friction (ASTM D2047): 1.0.
 - 5) Wet Static Coefficient of Friction (ASTM D2047): 0.9.
 - 6) Dry Skid Resistance (ASTM E303): 89.
 - 7) Wet Skid Resistance (ASTM E303): 57.

2.2 **PRODUCT SUBSTITUTIONS**

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

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

2.3 MIXES

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

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

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

3.2 EXAMINATION

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

3.3 PREPARATION

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

3.4 **POURED IN PLACE TPV SURFACING INSTALLATION**

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

3.5 **PROTECTION**

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

END OF SECTION 32 18 16

SECTION 26 05 00

COMMON WORK RESULTS

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Grout.
 - 5. Common electrical installation requirements.

1.3 CODES, STANDARDS AND REFERENCES

- A. American Society for Testing and Materials (ASTM) – ASTM C1107: Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink).
- B. American Society for Testing and Materials (ASTM) – ASTM A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- C. ANSI/NFPA 70 – National Electrical Code (NEC), with California amendments (CEC).
- D. International Electrical Testing Association - NETA ATS: The NETA Acceptance Testing Specifications.
- E. National Electrical Contractors Association (NECA) - NECA 1: Good Workmanship in Electrical Construction.
- F. National Electrical Manufacturers Association (NEMA) –
- G. National Electrical Manufacturers Association (NEMA) – NEMA WC26: Bi-national Wire and Cable Packaging Standard.

- H. National Electrical Manufacturers Association (NEMA) – NEMA WC70: Non-Shielded Power Cable 2000 V or Less.

1.4 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.5 SUBMITTALS

- A. Product Data: For sleeve seals.

1.6 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

PART 5 - PRODUCTS

5.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water-stop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches and no side more than 16 inches, thickness shall be 0.052 inch.
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches and 1 or more sides equal to, or more than, 16 inches, thickness shall be 0.138 inch.

5.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
 - 2. Sealing Elements: EPDM, or NBR interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
 - 3. Pressure Plates: Stainless steel. Include two for each sealing element.
 - 4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

5.3 GROUT

- A. A. Non-metallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, non-metallic aggregate grout, non-corrosive, non-staining, mixed with water to consistency suitable for application and a 30-minute working time.

PART 6 - EXECUTION

6.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.
- D. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- E. Right of Way: Give to piping systems installed at a required slope.

6.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Fire-Rated Assemblies: Install sleeves for penetrations of fire-rated floor and wall assemblies unless openings compatible with fire-stop system used are fabricated during construction of floor or wall.
- E. Cut sleeves to length for mounting flush with both surfaces of walls.
- F. Size pipe sleeves to provide 1/4-inch annular clear space between sleeve and raceway or cable, unless indicated otherwise.
- G. Seal space outside of sleeves with grout for penetrations of concrete and masonry
 - 1. Promptly pack grout solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect grout while curing.
- H. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.

6.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 26 05 00

SECTION 26 05 19

LOW VOLTAGE POWER CONDUCTORS

PART 7 - GENERAL

7.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

SECTION 26 05 00- COMMON WORK RESULTS

- B.
 - 1. Section 260500, “Common Work Results for Electrical”.

7.2 SUMMARY

- A. This Section includes the following:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.
 - 3. Sleeves and sleeve seals for cables.

7.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

7.4 CODES, STANDARDS, AND REFERENCES

- A. American Society for Testing and Materials (ASTM) – ASTM A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- B. ANSI/NFPA 70: National Electrical Code, with California Amendments (CEC).
- C. California Code of Regulations (CCR) Title 24, Part 6, California Energy Code.
- D. National Electrical Contractors Association (NECA) - NECA 1: Good Workmanship in Electrical Construction.
- E. National Electrical Manufacturers Association (NEMA) – NEMA WC26: Bi-national Wire and Cable Packaging Standard.

- F. National Electrical Manufacturers Association (NEMA) – NEMA WC70: Non-Shielded Power Cable 2000 V or Less.
- G. International Electrical Testing Association (NETA) – Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- H. Occupational Safety and Health Administration (OSHA) – 29 CFR 1910.7: OSHA Occupational Safety and Health Standards.
- I. Underwriters Laboratories – UL 83 – Thermoplastic Insulated Wires.
- J. Underwriters Laboratories – UL 467 – Grounding and Bonding Equipment.
- K. Underwriters Laboratories – UL 486A – Wire Connectors and Soldering Lugs for Use with Copper Conductors.

7.5 SUBMITTALS

- A. Product Data: Provide data for building wire and each cable assembly type. Select each length to complete set of manufacturer’s markings. Attach tag indicating cable size and application information. Provide record documents showing actual locations of components and circuits.
- B. Qualification Data: For testing agency.
- C. Field quality-control test reports: Indicate and interpret test results for compliance with performance requirements.
- D. Provide manufacturer’s instructions for use of ground megger with proposed method indicated.

7.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Contractor will provide an independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- C. Manufacturers: Shall be specialized in manufacturing products specified in this section.
- D. Comply with CEC.
- E. Comply with CCR Title 24, Part 6, California Energy Code.

7.7 DELIVERY, STORAGE, AND HANDLING

- A. Product Requirements: Products storage and handling requirements.
- B. Deliver wires and cables according to NEMA WC 26.

7.8 COORDINATION

- A. Division 1 “Project Management and Coordination”: As required for coordination.
- B. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
- C. Coordinate layout and installation of wiring and cables with other installations.

7.9 PRECONSTRUCTION TESTING

- A. Coordinate with general contractor and owner to test all 600 volt rated existing branch circuiting for continuity.
- B. Test ground conductors for separation with any neutral conductors being extended.
- C. Visually inspect condition of existing circuits. Report any deficiencies as to conductor type or insulation type. Ensure conductors are copper and insulation is 600 volt rated listed for outdoor use.

PART 8 - PRODUCTS

8.1 CONDUCTORS AND CABLES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work, include, but are not limited to, the following:
 - 1. Alcan Products Corporation; Alcan Cable Division.
 - 2. American Insulated Wire Corp.; a Leviton Company.
 - 3. General Cable Corporation.
 - 4. Senator Wire & Cable Company.
 - 5. Southwire Company.
- B. Conductors: Copper. Comply with NEMA WC 70.

- C. Conductor Insulation: Types THHN-2/THWN-2, XHHW2. Comply with NEMA WC 70.
- D. Type MC or AC Cable shall not be used.

8.2 CONNECTORS AND SPLICES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Hubbell Power Systems, Inc.
 - 3. O-Z/Gedney; EGS Electrical Group LLC.
 - 4. 3M; Electrical Products Division.
 - 5. Tyco Electronics Corp.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 9 - EXECUTION

9.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Copper: solid for No. 10 AWG and smaller, stranded for No. 8 AWG and larger.

9.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Feeders & Branch Circuits: Type THHN-2/THWN-2 90 degree rated single conductors in raceway.

9.3 INSTALLATION OF CONDUCTORS AND CABLE

- A. Conceal raceways in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary. Compound used must not deteriorate conductor insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means; including fish tape, cable, rope, and basket-weave wire/cable grips that will not damage cables or raceway.

9.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

9.5 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections and prepare test reports.
- B. Perform tests and inspections and prepare test reports.
- C. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding critical equipment and services, as indicated on drawings, for compliance with requirements.
 - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
 - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
 - b. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken and observations after remedial action. Furnish original and four copies of the complete report to the Architect in accordance with requirements of Contract Documents
- D. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.

3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
 4. Furnish original and four copies of the complete report to the Architect in accordance with requirements of Contract Documents
- E. Remove and replace malfunctioning cables and retest as specified above.

END OF SECTION 26 05 19

SECTION 26 05 26

GROUNDING AND BONDING

PART 10 - GENERAL

10.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

10.2 SUMMARY

- A. This Section includes methods and materials for grounding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.

10.3 CODES, STANDARDS AND REFERENCES

- 1.
 - B. ANSI/NFPA 70: National Electrical Code, with California Amendments (CEC).
 - C. ANSI/IEEE C2: National Electrical Safety Code (NESC)
 - D. American Society for Testing and Materials (ASTM) - ASTM B3: Standard Specification for Soft or Annealed Copper Wire.
 - E. American Society for Testing and Materials (ASTM) - ASTM B8: Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft.
 - F. American Society for Testing and Materials (ASTM) - ASTM B33: Standard Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes.
 - G. Institute of Electrical and Electronic Engineers (IEEE) - IEEE 142 – Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - H. Institute of Electrical and Electronic Engineers (IEEE) - IEEE 81: IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.
 - I. National Fire Protection Association (NFPA) - NFPA 70B: Recommended Practice for Electrical Equipment Maintenance.
 - J. Underwriters Laboratories – UL 467 – Grounding and Bonding Equipment.

- K. Underwriters Laboratories – UL 486A – Wire Connectors and Soldering Lugs for Use with Copper Conductors.

10.4 DEFINITIONS

- A. UFER – As defined by Article 100 of the CEC.

10.5 REGULATORY REQUIREMENTS

- A. The Contractor shall conform to requirements of the California Electrical Code.

10.6 PERFORMANCE REQUIREMENTS

- A. Grounding system resistance shall be 25 ohms or less unless otherwise indicated.

10.7 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in Part 3 "Field Quality Control" Article, including the following:
 - 1. Ground rods.
- C. Qualification Data: For testing agency and testing agencies field supervisor.
- D. Field quality-control test reports.

10.8 WARRANTY

- A. Warranty shall comply with the provisions of Divisions 1 of these specifications.

10.9 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the International Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the International Electrical Testing Association to supervise on-site testing specified in Part 3.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 11 - PRODUCTS

11.1 CONDUCTORS

- A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V, unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: comply with ASTM B3.
 - 2. Stranded Conductors: comply with ASTM B8.
 - 3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

11.2 CONNECTORS

- A. Listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Rods, Conductors and Pipes: Copper or copper alloy, bolted pressure- type, with at least two bolts.
 - 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

11.3 GROUNDING ELECTRODES

- A. Ground Rods: Sectional copper-clad, 3/4 inch diameter by 10 feet in length. Provide driving pins. Provide threaded couplings where necessary to extend rods.

PART 12 - EXECUTION

12.1 APPLICATIONS

- A. Conductors: Install green insulated, solid conductors for No. 8 AWG and smaller and stranded conductors for No. 6 AWG and larger, unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods: Bolted connectors.

12.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B.

12.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by CEC:
 - 1. All Feeders and branch circuits.
 - 2. Lighting circuits.

12.4 INSTALLATION

- A. Make mechanical and electrical contact at all panelboards, outlet boxes, junction boxes, and wherever the conduit run is connected. Permanently and effectively ground all conduits and other equipment as required by all applicable codes, regulations, and standards.
- B. Grounding Conductors: Install a code sized insulated ground wire in all conduits unless a larger size is indicated on plans. Route along shortest and straightest paths possible, unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade, unless otherwise indicated.

12.5 FIELD QUALITY CONTROL

- A. Testing Agency: An independent, qualified testing and inspecting agency shall perform the following field tests and inspections and prepare test reports.
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, at ground test wells, and at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance not less than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical

treatment or other artificial means of reducing natural ground resistance.

b. Perform tests by fall-of-potential method according to IEEE 81.

3. Documentation:

a. Prepare dimensioned drawings locating each test well, ground rod and ground rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.

b. Furnish original and four copies of the complete report to the Architect in accordance with requirements of Contract Documents.

B. Report measured ground resistances that exceed the following values:

1. Electrical system maximum ground-resistance value: 25 ohms.

C. Excessive Ground Resistance: If resistance to ground exceeds specified value, extend rod(s) or drive additional rods to meet specified resistance.

END OF SECTION 26 05 26

SECTION 26 05 33

RACEWAYS BOXES AND ELECTRICAL SYSTEMS

PART 13 - GENERAL

13.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Section 260519, "Low Voltage Electrical Power Conductors and Cables".
 - 2. Section 260526, "Grounding and Bonding for Electrical Systems".

13.2 SUMMARY

- A. This Section includes raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

13.3 CODES, REFERENCES AND STANDARDS

- A. American National Standards Institute (ANSI) – ANSI C80.1: Electrical Rigid Steel Conduit (ERSC).
- B. American National Standards Institute (ANSI) – C80.3: Specification for Electrical Metallic Tubing, Zinc Coated (EMT).
- C. American National Standards Institute (ANSI) – OS1: Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
- D. ANSI/NFPA 70: National Electrical Code, with California Amendments (CEC).
- E. American Society for Testing and Materials (ASTM) - ASTM A53/A53M: Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- F. National Electrical Contractors Association (NECA) - NECA 1: Good Workmanship in Electrical Construction.
- G. National Electrical Contractors Association (NECA) - NECA 101: Standard for Installing Steel Conduits (Rigid, IMC, EMT).
- H. National Electrical Manufacturers Association (NEMA) – NEMA 250: Enclosures for Electrical Equipment (1000 Volts Maximum).

13.4 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. FMC: Flexible metal conduit.
- C. LFMC: Liquid-tight flexible metal conduit.
- D. LFNC: Liquid-tight flexible non-metallic conduit.
- E. PVC: Polyvinyl Chloride.
- F. RMC: Rigid metallic conduit.
- G. RNC: Rigid non-metallic conduit.

13.5 SUBMITTALS

- A. Product Data: For surface raceways, wire ways and fittings, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Joint details.
- C. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:
 - 1. Structural members in the paths of conduit groups with common supports.
 - 2. Existing Plumbing items and landscape features in the paths of conduit groups with common supports.
- D. Qualification Data: For professional engineer and testing agency.
- E. Source quality-control test reports.

13.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

- B. Comply with CEC.

PART 14 - PRODUCTS

14.1 METAL CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. AFC Cable Systems, Inc.
 - 2. Alflex Inc.
 - 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 - 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 - 5. Manhattan/CDT/Cole-Flex.
 - 6. O-Z Gedney; a unit of General Signal.
- B. Rigid Steel Conduit: ANSI C80.1.
 - 1. Standard weight rigid galvanized steel (RGS) conduit shall be hot dipped galvanized or sheradized. All fittings shall be of the screw thread type. Couplings, locknuts, bushings, etc., shall be hot dipped galvanized or sheradized.
- C. PVC-Coated Steel Conduit: PVC-Coated rigid steel conduit where indicated on drawings.
 - 1. Comply with NEMA RN 1.
 - 2. Coating Thickness: 0.040 inch, minimum, interior and exterior surfaces of conduit.
 - 3. Conduit stub-ups from underground including the final 90 degrees sweep and the riser shall be RGS with PVC Coating. PVC Schedule 80 conduit bends will be allowed for all underground bends or sweeps and for vertical risers in lieu of RGS with PVC Coating.
- D. EMT: ANSI C80.3.
 - 1. Electric Metallic Tubing (EMT) shall be galvanized or sheradized. Couplings and connectors shall be galvanized or sheradized.
- E. FMC: Zinc-coated steel.
- F. LFMC: Flexible steel conduit with PVC jacket.
- G. Fittings for Conduit (Including all Types and Flexible and Liquid-tight), EMT, and Cable: NEMA FB 1; listed for type and size raceway with which used, and for application and environment in which installed. Indent or drive-on fittings shall not be permitted.

1. Fittings for EMT: Steel, compression type.
 2. Coating for Fittings for PVC-Coated Conduit: Minimum thickness, 0.040 inch, with overlapping sleeves protecting threaded joints.
- H. Joint Compound for Rigid Steel Conduit: Listed for use in cable connector assemblies, and compounded for use to lubricate and protect threaded raceway joints from corrosion and enhance their conductivity.

14.2 NON-METALLIC CONDUIT AND TUBING

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. CertainTeed Corp.; Pipe & Plastics Group.
 4. Lamson & Sessions; Carlon Electrical Products.
 5. Manhattan/CDT/Cole-Flex.
 6. RACO; a Hubbell Company.
 7. Thomas & Betts Corporation.
- B. RNC: NEMA TC 2, Type EPC-40-PVC, EPC-80-PVC, unless otherwise indicated.
- C. Underground bends or sweeps in PVC conduits for vertical risers for feeders and branch circuits shall be according to the following formula, as a minimum: For conduits 2" diameter and smaller, sweep radius shall be six times the diameter; for conduits larger than 2" diameter, sweep radius shall be ten times the diameter.
- D. Fittings for RNC: NEMA TC 3; match to conduit or tubing type and material.

14.3 CONDUIT SIZES

- A. The minimum conduit size shall be 3/4 inch for lighting and power branch circuit wiring above grade and 1 inch below grade. The minimum "Homerun" conduit size to any panelboard shall be 3/4 inch. For concrete encased duct structures the minimum size shall be 4 inches unless otherwise indicated.
- B. Condulets for conduits larger than 1-1/2 inch I.D. shall be of the mogul design secured to the building structure within 6 inches each of conduit connection.

14.4 BOXES, ENCLOSURES, AND CABINETS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.

2. Hoffman.
 3. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 4. O-Z/Gedney; a unit of General Signal.
 5. RACO; a Hubbell Company.
 6. Thomas & Betts Corporation.
 7. Walker Systems, Inc.; Wiremold Company (The).
 8. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
- B. Manufacturer for the custom exterior enclosure shall be Pacific Electric, Inc., or approved equal.
- C. Sheet Metal Outlet and Device Boxes: NEMA OS 1.
- D. Cast-Metal Outlet and Device Boxes: NEMA FB 1, ferrous alloy Type FD, with gasketed cover.
- E. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- F. Cast-Metal Access, Pull, and Junction Boxes: NEMA FB 1, galvanized, cast iron with gasketed cover.
- G. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous-hinge cover with flush latch, unless otherwise indicated.
1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- H. Custom Enclosure:
1. NEMA 3R, galvanized-steel with hinged removable front, finished inside and out with manufacturer's standard enamel.
 2. Hinged door in front cover with flush latch and concealed hinge.
 3. Pad lockable.
 4. Supports pre-installed for mounting of equipment.
 5. Paint to match existing white finish of electrical room.

14.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. Description: Comply with SCTE 77.
1. Color of Frame and Cover: Gray concrete in custom enclosure, galvanized diamond plate metal elsewhere.
 2. Configuration: Units shall be designed for flush burial unless otherwise indicated.
 3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure where not located in custom enclosure. Refer to handhole schedule on drawings.

4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 5. Cover Legend: Molded lettering stamped "Lighting".
 6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel or fiberglass or a combination of the two.
1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Brooks Products.
 - b. Christy.
 - c. BES.
 - d. Jensen.

PART 15 - EXECUTION

15.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below, unless otherwise indicated:
1. Exposed Conduit: Rigid steel conduit.
 2. Concealed Conduit, Aboveground: EMT.
 3. Underground Conduit: Schedule 40 with 80 PVC elbows and risers
 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Comply with the following indoor applications, unless otherwise indicated:
1. Exposed, EMT.
 2. Damp or Wet Locations: Rigid steel conduit.
 3. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 3R in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size above grade, 1-inch for underground conduit.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location. EMT Raceway fittings shall be steel, compression type.
1. EMT: Compression Type.
 2. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 3. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with that material. Patch and seal all joints, nicks, and scrapes in PVC

coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer.

15.2 INSTALLATION

- A. Comply with NECA 1 for installation requirements applicable to products specified in Part 2 except where requirements on Drawings or in this Article are stricter.
- B. Use long sweep bends for all voice/data conduits.
- C. All conduits shall contain an insulated ground wire whether indicated or not. The ground wire shall be sized in accordance with CEC, unless otherwise noted. All conduit systems shall be mechanically and electrically continuous.
- D. Complete raceway installation before starting conductor installation.
- E. Arrange stub-ups so curved portions of bends are not visible above the finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which fewer bends are allowed.
- G. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors, including conductors smaller than No. 4 AWG.
- H. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Label each end indicating destination.
- I. Expansion-Joint Fittings for RNC: Install in each run of aboveground conduit that is located where environmental temperature change may exceed 30 deg F, and that has straight-run length that exceeds 25 feet.
 - 1. Install expansion-joint fittings for each of the following locations, and provide type and quantity of fittings that accommodate temperature change listed for location:
 - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.
 - c. Indoor Spaces: Connected with the Outdoors without Physical Separation: 125 deg F temperature change.
 - d. Attics: 135 deg F temperature change.
 - 2. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change.

3. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at the time of installation.

15.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit.
2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand-tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling.
3. Install manufactured PVC 80 elbows for stub-ups at poles and equipment and at building entrances through the floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
4. Warning Tape: Warning tape shall be 5.5 mil composition film, 6 inches wide, containing one layer of metalized foil laminated between two (2) layers of inert plastic film, specifically formulated for prolonged use underground. Tape shall be highly resistant to alkalis, acids, and other destructive agents found in the soil. Warning tape shall bear a continuous printed message warning of the exact location of underground installations. The message shall be in permanent ink specifically formulated for prolonged use underground. Tape shall have black letters (minimum ½ inch high) on red background with the message "ELECTRICAL" printed on twelve (12)-inch centers for the entire length of the tape.

15.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level 6 inch deep bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.

15.5 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 05 33

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 16 - GENERAL

16.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

16.2 SUMMARY

- A. Section Includes:
 1. Identification for conductors.
 2. Warning labels and signs.
 3. Equipment identification labels.

16.3 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

16.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with ANSI Z535.4 for safety signs and labels.
- C. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

16.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual;

and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.

- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.

PART 17 - PRODUCTS

17.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted 3-mil- (0.08-mm-) thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.

17.2 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. White letters on a dark-gray background. Minimum letter height shall be 3/8 inch (10 mm).

17.3 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black except where used for color-coding.

17.4 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 18 - EXECUTION

18.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 - 1. Outdoors: UV-stabilized nylon.

18.2 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less:
 - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - a. Color shall be factory applied
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
- B. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches, control panels, control stations. Systems include power, lighting, control systems unless equipment is provided with its own identification.
 - 1. Labeling Instructions:
 - a. Indoor Equipment: Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-)

high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.

- b. Outdoor Equipment: Engraved, laminated acrylic or melamine label
Stenciled legend 4 inches (100 mm) high

2. Equipment to Be Labeled:

- a. Enclosures and electrical cabinets.

END OF SECTION 26 05 53

SECTION 26 56 00

EXTERIOR LIGHTING

PART 19 - GENERAL

19.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1, 3, 27, 28 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Section 260500, "Common Work Results for Electrical".
 - 2. Section 260519, "Low Voltage Electrical Power Conductors and Cables".
 - 3. Section 260526, "Grounding and Bonding for Electrical Systems".
 - 4. Section 260553, "Identification for Electrical Systems".

19.2 SUMMARY

- A. This Section includes the following:
 - 1. Exterior luminaires with lamps and ballasts.

19.3 CODES, STANDARDS, AND REFERENCES

- A. American National Standards Institute (ANSI) – ANSI C78.42: American National Standard for Electric Lamps - Guidelines for High-Pressure Sodium Lamps.
- B. American National Standards Institute (ANSI) – ANSI C82.1: American National Standard for Lamp Ballast - Line Frequency Fluorescent Lamp Ballast.
- C. American National Standards Institute (ANSI) – ANSI C82.4: American National Standard for Lamp Ballasts - Ballasts for High-Intensity Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).
- D. American National Standards Institute (ANSI) – ANSI C136.10: American National Standard for Roadway and Area Lighting Equipment - Locking-type Photo-control Devices and Mating Receptacles - Physical and Electrical Interchangeability and Testing.
- E. American National Standards Institute (ANSI) – ANSI/IESNA RP-8: American National Standard Practice for Roadway Lighting.
- F. ANSI/NFPA 70 – National Electrical Code, with California amendments (CEC).
- G. California Code of Regulations (CCR) Title 24, Part 6 California Energy Code.

19.4 DEFINITIONS

- A. CRI: Color-rendering index.
- B. Luminaire: Complete lighting fixture, including ballast housing, if provided.

19.5 SUBMITTALS

- A. Product Data: For each luminaire and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
 - 1. Physical description of luminaire, including materials, dimensions and verification of indicated parameters.
 - 2. Details of attaching luminaires and accessories.
 - 3. Details of installation and construction.
 - 4. Luminaire materials.
 - 5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
 - a. For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
 - b. Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - 6. Lamps, including life, output, and energy-efficiency data.
 - 7. Materials, dimensions, and finishes of poles.
 - 8. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.

19.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products, and

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles, where titles below introduce lists, the following requirements apply to product selection:
- B. In Lighting Fixture Schedule, where titles below are column or row headings that introduce lists, the following requirements apply to product selection:

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 LUMINAIRES, GENERAL REQUIREMENTS

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- B. Metal Parts: Free of burrs and sharp corners and edges.
- C. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit re-lamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during re-lamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- D. Exposed Hardware Material: Stainless steel.

PART 3 - EXECUTION

3.1 LUMINAIRE INSTALLATION

- A. Fasten luminaire to indicated structural supports.
 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- B. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources.

3.2 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

3.3 FIELD QUALITY CONTROL

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.

END OF SECTION 26 56 00

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-16037

PROJECT TITLE: CARMEL CREEK NEIGHBORHOOD
PARK IMPROVEMENTS

PROJECT LOCATION-SPECIFIC: The project is for improvements at Carmel Creek Neighborhood Park, located at 4260 Carmel Center Rd, San Diego, CA 92130, within the Carmel Valley community planning area (Council District 1).

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: This project would include improvements to the Carmel Creek Neighborhood Park after demolition of existing facilities. The improvements consist of design and construction of ADA improvements to the 6,250 square foot children's play area, ADA compliant paths of travel, one new group picnic area (6 picnic tables and benches) and one new shade structure. A rubberized permeable material surface (ADA compliant) will replace the current kids play area surface and some landscaping and irrigation will be installed, as required.

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: SECTION(S): 15301 (d) (EXISTING FACILITIES); 15302 (b) (REPLACEMENT OR RECONSTRUCTION); 15303 (c) (NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES); 15304 (a) (MINOR ALTERATIONS TO LAND).
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (d) (Existing Facilities), which allows for maintenance and minor upgrades of existing facilities; Section 15302 (b) (Replacement or Reconstruction), which allows for replacement or reconstruction of existing structures/ facilities where the structure will have generally the same purpose and capacity; Section 15303 (c) (New Construction or Conversion of Small Structures), which allows for construction of limited new, small structures/ facilities; Section 15304 (a) (Minor Alterations to Land), which allows for minor public alterations in the condition of land, water, and/or vegetation; and where the exceptions listed in Section 15300.2 would not apply.

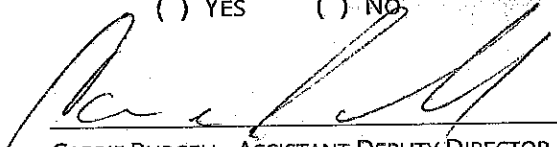
LEAD AGENCY CONTACT PERSON: Juan Baligad, Senior Planner

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

6/8/17

 DATE

CHECK ONE:

(X) SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING AT OPR:

() SIGNED BY APPLICANT

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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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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		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 CASH FLOW FORECAST

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

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

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

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

Resident Engineer

Construction Engineer

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

Contractor Signature and Date: _____

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

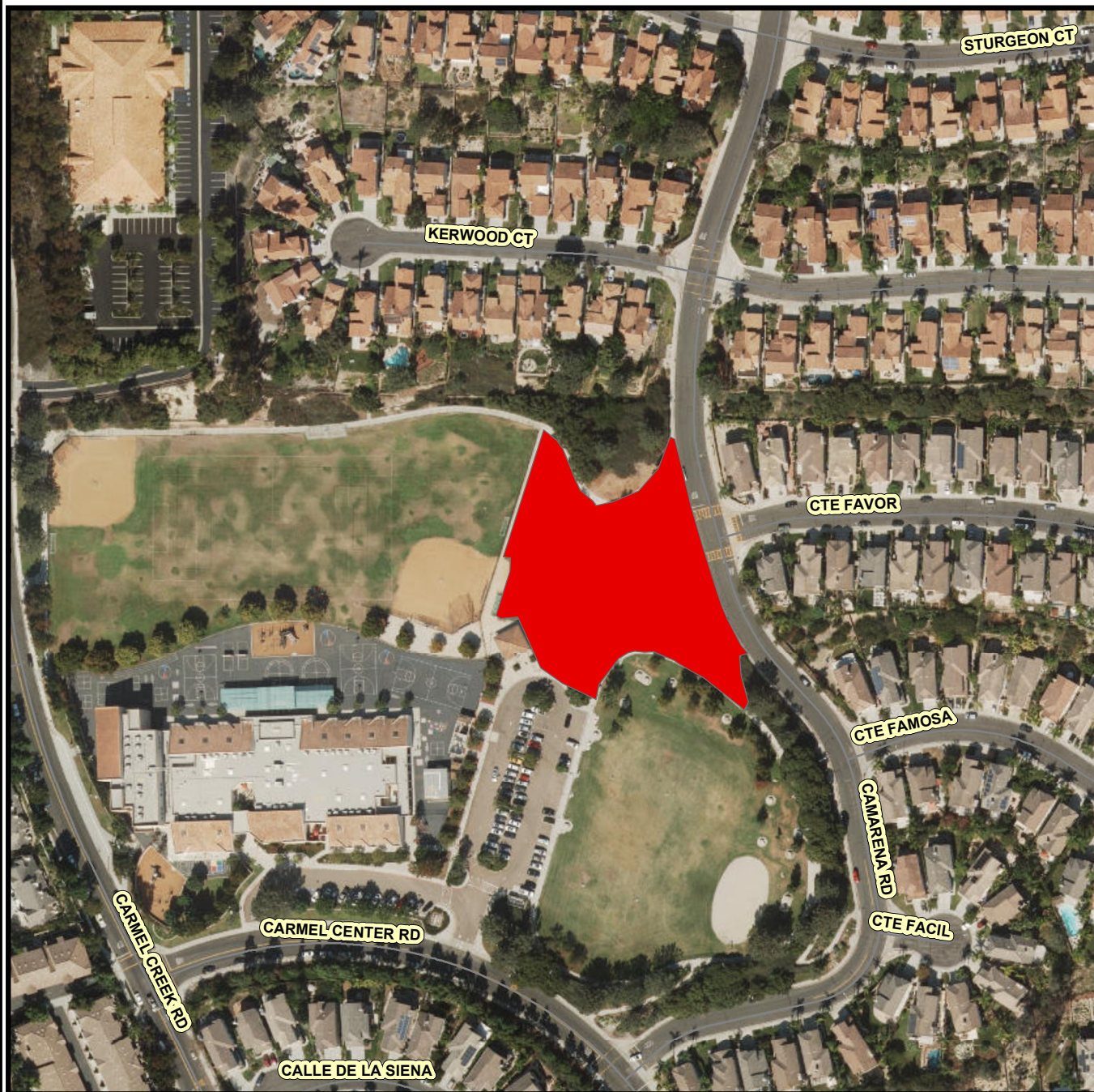
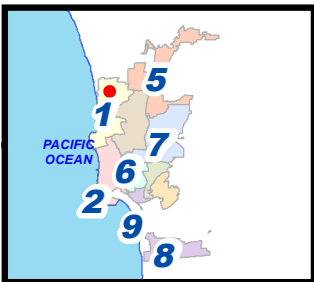
APPENDIX E
LOCATION MAP

CARMEL CREEK NEIGHBORHOOD PARK IMPROVEMENTS

SENIOR ENGINEER
Samir Mahmalji
(619) 533-5301

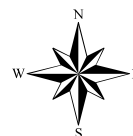
PROJECT MANAGER
Jennifer Scott
(619) 533-5414

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



Legend

 S16037 - Carmel Creek Neighborhood Park Improvements



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APPENDIX F
SAMPLE OF PUBLIC NOTICE



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:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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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 G

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



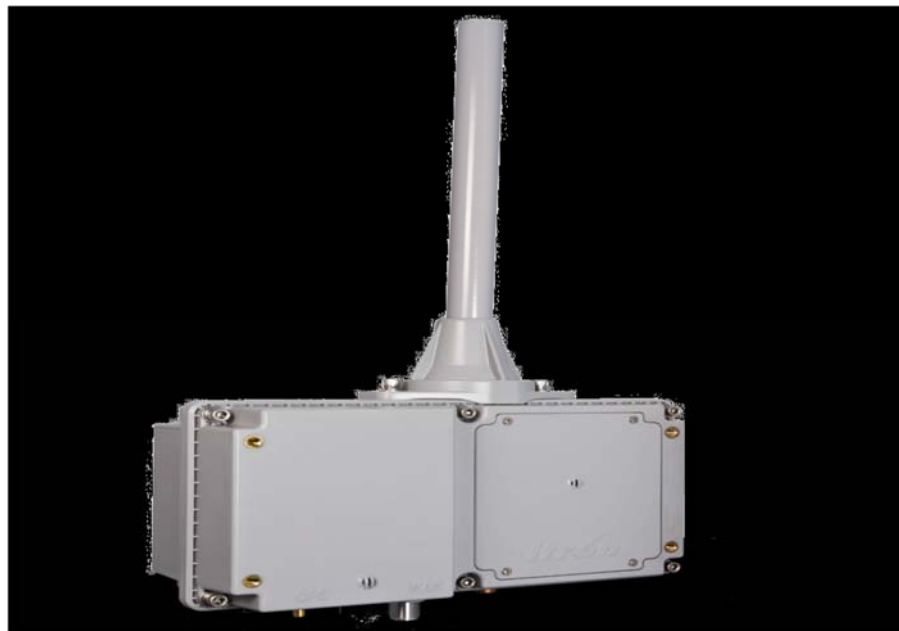
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

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

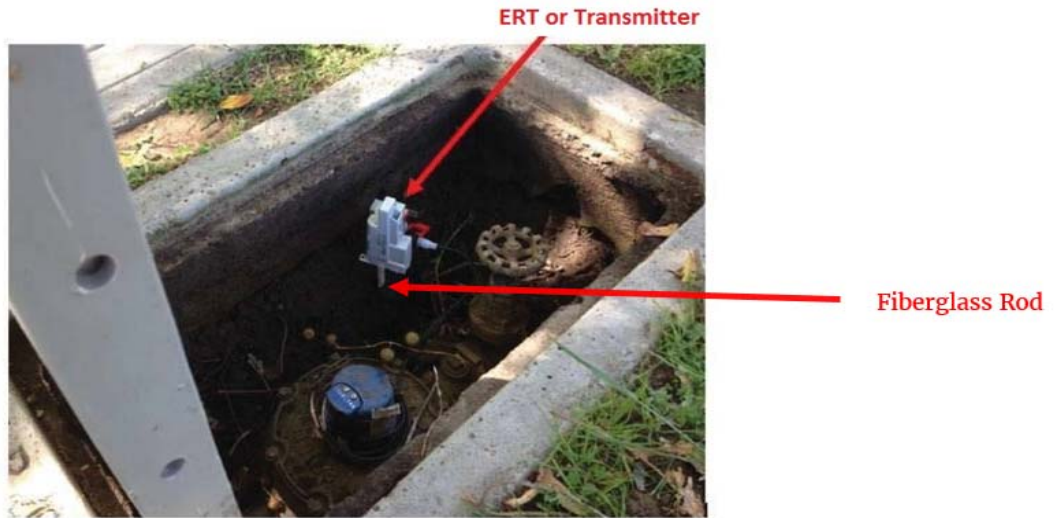


Photo 6 below is an example of disturbance that shall be avoided:

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
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Atlas Development, herein called "Contractor" for construction of **Carmel Creek Neighborhood Park Improvements**; Bid No. **K-19-1795-DBB-3**; in the amount of **One Million Twenty Three Thousand Eight Hundred Forty Nine Dollars and Fifty One Cents (\$1,023,849.51)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Carmel Creek Neighborhood Park Improvements**, on file in the office of the Public Works Department as Document No. **S-16037**, 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 **Carmel Creek Neighborhood Park Improvements**, Bid Number **K-19-1795-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.

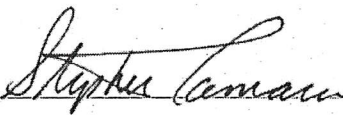
CONTRACT AGREEMENT (continued)


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 Section 22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

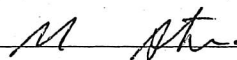
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Bonny Hsu
Deputy City Attorney

Date: 5/29/2019

Date: 6/3/19

CONTRACTOR

By 

Print Name: Mark Atefi

Title: President

Date: 3/26/19

City of San Diego License No.: 2010000550

State Contractor's License No.: 858038

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 100003093

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

AMERICANS 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 Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans 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.

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.

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:

Carmel Creek Neighborhood Park Improvements

(Project Title or Task)

as particularly described in said contract and identified as Bid No. **K-19-1795-DBB-3**; SAP No. (WBS/IO/CC) **S-16037**; 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

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	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 [Ⓞ]	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	DIR Registration Number	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.

ELECTRONICALLY SUBMITTED FORMS

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

Bids will not be accepted until ALL the above-named 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 Atlas Development Corporation as Principal,
and Great American Insurance Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

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

Bid No. K-19-1795-DBB-3; Carmel Creek Neighborhood Park Improvements

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 20th day of February, 2019

Atlas Development Corporation (SEAL)
(Principal)

Great American Insurance Company (SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
(Signature)
Minna Huovila, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

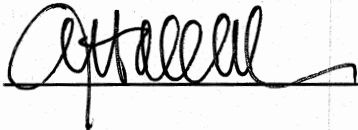
State of California
County of San Diego)

On February 20, 2019 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 15079

POWER OF ATTORNEY

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

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

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of AUGUST 2017
GREAT AMERICAN INSURANCE COMPANY

Attest



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this

day of

FEB 20 2019

Atty L C B

Assistant Secretary



CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Atlas Development Corporation

Certified By Mark Atefi Title President
Name

M. Atefi Date 3,12,19
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name Atlas Development Corporation DBA —
 Street Address 991C Lomas Santa Fe Dr #115 City Solana Beach State CA Zip 92075
 Contact Person, Title Mark Atefi, President Phone (619) 200-0902 Fax (858) 935-9166

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.

Mark Atefi President
 Name Title/Position
Del Mar, CA N/A
 City and State of Residence Employer (if different than Bidder/Proposer)
50.0% ownership interest in Bidder
 Interest in the transaction

Zohreh Sadatrafiei Vice President
 Name Title/Position
Del Mar, CA Harmonium, Inc.
 City and State of Residence Employer (if different than Bidder/Proposer)
50.0% passive ownership interest in Bidder
 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.

Mark Atefi, President M Atefi 3/12/19
 Print Name, Title Signature Date

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.

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor - regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****

Bid Results

Bidder Details

Vendor Name Atlas Development
Address 991C Lomas Santa fe Dr #115
 Solana Beach, CA 92075
 United States
Respondee Mark Atefi
Respondee Title President
Phone 619-200-0902 Ext.
Email mark.atefi@atlas-corp.net
Vendor Type ELBE,PQUAL,CADIR,Local
License # 858038
CADIR 1000003093

Bid Detail

Bid Format Electronic
Submitted March 12, 2019 1:54:23 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 169979
Ranking 0

Respondee Comment

DIR # 1000003093
 SLBE # 11AD0234

Buyer Comment

Attachments

File Title	File Name	File Type
Atlas - Cert of Pending Actions	Atlas - Cert of Pending Actions.pdf	Contractors Certification of Pending Actions
Atlas - Disclosure of Interests	Atlas - Disclosure of Interests.pdf	Mandatory Disclosure of Business Interests
Atlas - Tier Subs	Atlas - Tier Subs.pdf	Subcontractor Listing (Other Than 1st Tier)
Atlas - Bid Bond	Atlas - Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Construction of Park Improvements					
	238990	LS	1	\$911,154.87	\$911,154.87	
2	Bonds (Payment and Performance)					
	524126	LS	1	\$19,267.40	\$19,267.40	
3	Inspection Paid For By the Contractor (EOC Type I)					
	236220	AL	1	\$5,000.00	\$5,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	Building Permits (EOC Type I)					
	236220	AL	1	\$5,000.00	\$5,000.00	
5	WPCP Development					
	541330	LS	1	\$1,274.94	\$1,274.94	
6	WPCP Implementation					
	237990	LS	1	\$4,462.30	\$4,462.30	
7	Mobilization					
	238990	LS	1	\$29,690.00	\$29,690.00	
8	Field Orders (EOC Type II)					
		AL	1	\$48,000.00	\$48,000.00	
Subtotal					\$1,023,849.51	
Total					\$1,023,849.51	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Curto Construction Co. 5502 Connecticut Ave. La Mesa, CA 91942 United States	Electrical	370276	1000004384	\$8,950.00	PQUAL
Tot Lot Pros 14688 El Molino St. Fontana, CA 92335 United States	Play Structure Installation	967975	1000002374	\$56,750.00	
Sylvester Roofing Co., Inc. 2255 Barham Dr Ste A Escondido, CA 92029 United States	Roofing	516696	1000006357	\$17,280.31	PQUAL
Robertson Industries, Inc 2414 West 12th St, Suite 5 Tempe, AZ 85281 United States	Rubberized Surfacing	667261	1000002700	\$69,981.00	CADIR
Alcorn Fence Company 788 Energy Way Chula Vista, CA 91911 United States	Fencing	122954	1000001986	\$11,668.00	

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Atlas Development -	Atlas Development -
							Unit Price	Line Total
1	Main Bid	238990	Construction of Park Improvements	9-3.1	LS	1	\$911,154.87	\$911,154.87
2	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$19,267.40	\$19,267.40
3	Main Bid	236220	Inspection Paid For By the Contractor (EOC Type I)	4-1.3.4.1	AL	1	\$5,000.00	\$5,000.00
4	Main Bid	236220	Building Permits (EOC Type I)	7-5.3	AL	1	\$5,000.00	\$5,000.00
5	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$1,274.94	\$1,274.94
6	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$4,462.30	\$4,462.30
7	Main Bid	238990	Mobilization	9-3.4.1	LS	1	\$29,690.00	\$29,690.00
8	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$48,000.00	\$48,000.00
							Subtotal	\$1,023,849.51
							Total	\$1,023,849.51