

City of San Diego

CONTRACTOR'S NAME: Atlas Development

ADDRESS: 991C Lomas Santa Fe Dr. #115

TELEPHONE NO.: Solana Beach, CA 92075

FAX NO. 858-350-9337

CITY CONTACT: Angelica Gil, Contract Specialist, Email: AngelicaG@sandiego.gov

Phone No. (619) 533-3622, Fax No. (619) 533-3633

B. Kelleher / J. Borja / egz

BIDDING DOCUMENTS



ORIGINAL



FOR

CHOLLAS LAKE PLAYGROUND ADA IMPROVEMENTS

BID NO.: K-17-1583-DBB-3
SAP NO. (WBS/IO/CC): S-14002
CLIENT DEPARTMENT: 1714, 2100
COUNCIL DISTRICT: 4
PROJECT TYPE: GA
CDBG #: B-15-MC-06-0542

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A CDBG FUNDED CONTRACT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BID DUE DATE:

2:00 PM

JUNE 6, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

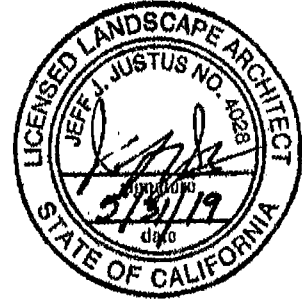
1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Jeff Justus Schmitt Design Group 4/3/17 Seal:
1) Registered Engineer/Landscape Architect/Architect Date



Samuel M 4/4/17 Seal C 73711
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 **Chollas Lake Playground ADA 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 **\$1,590,000**.
4. **BID DUE DATE AND TIME ARE: JUNE 6, 2017, at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **B**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **Department of Housing and Urban Development (HUD):**

1.	Small Disadvantaged Business (SDB):	5%
2.	Women-Owned Small Business (WoSB):	5%
3.	HUBZone Small Business (HubZone):	3%
4.	Service Disabled Veteran-owned Small Business (SDVoSB):	3%
 - 7.6. Bid may be **declared non-responsive** if the Bidder fails any of the following conditions:
 1. Submission of GFE documentation, as specified in the Special Provisions.
 2. Attending the Pre-Bid Meeting.

3. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.

8. PRE-BID MEETING:

- 8.1. Prospective Bidders are **required** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date: May 3, 2017
Time: 10:00 AM
**Location: 1010 Second Avenue, Suite 1400 (14th Floor, Large Conference Room
San Diego, CA 921017**

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

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

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

Time: May 3, 2017
Date: 11:30 AM
**Location: 6350 College Grove Dr. Parking
San Diego, CA 92115**

10. AWARD PROCESS:

- 10.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 10.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

- 10.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 10.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 10.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

11. SUBMISSION OF QUESTIONS:

- 11.1. The Director (or Designee) of 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
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Angelica Gil

OR:

Angelicag@sandiego.gov

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

12. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
 - 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
 - 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

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

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

DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

23. BID RESULTS:

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

24. THE CONTRACT:

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

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

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

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

27. PRE-AWARD ACTIVITIES:

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

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 Seven Hundred Twenty One Thousand Six Hundred Twenty Five and 91/100ths Dollars (\$1,721,625.91)
for the faithful performance of the annexed contract, and in the sum of
One Million Seven Hundred Twenty One Thousand Six Hundred Twenty Five and 91/100ths Dollars (\$1,721,625.91)
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 September 5, 2017

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]
John R. Qualin Attorney-in-fact

Approved:

By [Signature]

Albert P. Rechany
Deputy Director
Public Works Department

750 The City Drive South, Suite 470

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-740-3117

Local Telephone No. of Surety

Premium \$ 22,788.00

Bond No. 2119163

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.

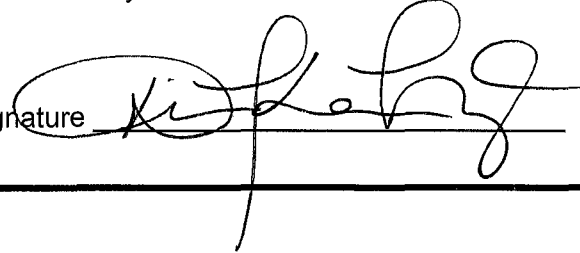
State of California
County of San Diego)

On September 5, 2017 before me, Diana Kai Murphy, Notary Public
(insert name and title of the officer)

personally appeared John R. Qualin,
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 OF	ALL
GEOFFREY SHELTON	JOHN R. QUALIN SAN DIEGO,	\$100,000,000.00
TARA BACON	MINNA HUOVILA 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

Attest

GREAT AMERICAN INSURANCE COMPANY



M. 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 5th day of September, 2017



M. L. C. B.

Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Demolish existing playground(s). Regrade for accessibility, install new equipment and play structures with accessible features; including engineered wood and rubber surfacing, grading, drainage system, new concrete accessible paths of travel, drinking fountain, picnic tables, shade structures, gate improvements, accessible parking, and exercise equipment. Additive alternates will be included as financing allows.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39280-01-D** through **39280-25-D**, inclusive.
2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,590,000**.
3. **LOCATION OF WORK: The location of the Work is as follows:**

6350 College Grove Drive, San Diego, CA 92115 – "Gloria's Mesa" Playground and "Friday's Gate" Playground. See location map, **Appendix E**.
4. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **120 Working Days**.
 - 4.1. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.
 - 4.2. The City has determined that the following licensing classification required for this contract:
 - CLASS B

ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FUNDING AGENCY PROVISIONS

FUNDING AGENCY PROVISIONS

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

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

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

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

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

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

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

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

2. EQUAL OPPORTUNITY CLAUSES:

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

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

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

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

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

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

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities, participate in training programs for the area, or both which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under C.1. above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time

and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

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

4. VIOLATION OR BREACH OF REQUIREMENTS:

- 4.1.** If at any time during the course of the Contract there is a violation of the Affirmative Action or Equal Employment Opportunity requirements by the Contractor, or the Subcontractors, the City will notify the Contractor of the breach. The City may withhold any further progress payments to the Contractor until the City is satisfied that the Contractor and Subcontractors are in full compliance with these requirements.

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- 5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:
1. State of California Department of Transportation Payroll Report. Due to the City weekly.
 2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 7.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 7.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 7.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations

pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

- 7.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 7.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional

expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 8.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
- 8.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”

8.8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.

8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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

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

- CA170001 03/24/2017 CA1
- 6
- 03/24/2017

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

General Decision Number: CA170001 03/24/2017 CA1

Superseded General Decision Number: CA20160001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017
5	03/10/2017
6	03/24/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.30	17.35

* BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08
TILE LAYER.....	\$ 35.89	16.24

BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27

TERRAZZO WORKER/SETTER.....\$ 35.57 13.14

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 40.70	17.03
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...\$ 21.00		8.58
Drywall Stocker/Scraper...\$ 11.00		6.67
(2) All other work		
Drywall Installer/Lather...\$ 27.35		9.58
Drywall Stocker/Scraper...\$ 11.00		6.67

ELEC0569-001 10/01/2016

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 47.72	3%+12.63
Electrician.....	\$ 46.97	3%+12.63

Electricians: (All Other
Work, Including 4 Stories
Residential)

Cable Splicer.....	\$ 42.50	3%+12.63
Electrician.....	\$ 41.75	3%+12.63

ELEC0569-004 06/01/2015

	Rates	Fringes
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ELECTRICIAN (Sound &
Communications Sound

Technician).....	\$ 29.55	11.92
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

ELEC0569-005 06/06/2016

	Rates	Fringes
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Sound & Communications

Sound Technician.....	\$ 30.22	12.21
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SOUND TECHNICIAN: Terminating, operating and performing
final check-out

ELEC0569-006 10/01/2016

Work on street lighting; traffic signals; and underground
systems and/or established easements outside of buildings

	Rates	Fringes
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Traffic signal, street light
and underground work

Utility Technician #1.....	\$ 29.50	3%+7.42
Utility Technician #2.....	\$ 24.65	3%+7.42

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and
traffic signals, including electrical circuitry,
programmable controller, pedestal-mounted electrical meter
enclosures and laying of pre-assembled cable in ducts. The
layout of electrical systems and communication installation
including proper position of trench depths, and radius at
duct banks, location for manholes, street lights and
traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite,
installation of underground ducts for electrical,
telephone, cable TV land communication systems. The
setting, leveling, grounding and racking of precast
manholes, handholes and transformer pads.

ELEC0569-008 06/06/2016

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 31.69	3%+6.61

ELEC1245-001 06/01/2015

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 52.85	15.53
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 42.21	14.32
(3) Groundman.....	\$ 32.28	14.03
(4) Powderman.....	\$ 47.19	14.60

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35

GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete,

Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull

(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and

including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

Rates Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0089-001 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78

LABORER (RESIDENTIAL
CONSTRUCTION - See definition

below)

(1) Laborer.....\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).\$ 26.03	18.11

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air

blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of oepration, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all pwder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LABO0089-002 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/03/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 30.54	17.89
Group 2.....	\$ 31.00	17.89
Group 3.....	\$ 31.41	17.89
Group 4.....	\$ 32.25	17.89
Group 5.....	\$ 36.37	17.89

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools,

Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/04/2016

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer....	\$ 33.65	13.95

(2) Vehicle Operator/Hauler.....\$ 33.82	13.95
(3) Horizontal Directional Drill Operator.....\$ 35.67	13.95
(4) Electronic Tracking Locator.....\$ 37.67	13.95
Laborers: (STRIPING/SLURRY SEAL)	
GROUP 1.....\$ 34.86	17.03
GROUP 2.....\$ 36.16	17.03
GROUP 3.....\$ 38.17	17.03
GROUP 4.....\$ 39.91	17.03

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1414-003 08/03/2016

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....\$ 31.60		19.28
PLASTER TENDER.....\$ 34.15		19.28

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air
 Station-29 Palms, Imperial Beach Naval Air Station, Marine
 Corps Logistics Supply Base, Marine Corps Pickle Meadows,
 Mountain Warfare Training Center, Naval Air
 Facility-Seeley, North Island Naval Air Station, Vandenberg
 AFB.

 PAIN0036-001 08/01/2016

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	13.24
(2) All Other Work.....	\$ 31.12	13.24

REPAINT of any previously painted structure. Exceptions:
 work involving the aerospace industry, breweries,
 commercial recreational facilities, hotels which operate
 commercial establishments as part of hotel service, and
 sports facilities.

 PAIN0036-010 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 27.84	15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

 PAIN0036-012 10/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

 PAIN0036-019 01/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

 PLAS0200-005 08/06/2015

	Rates	Fringes
PLASTERER.....	\$ 38.44	13.77

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS
 BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional
 per hour.

 PLAS0500-001 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 23.84	21.17
GROUP 2.....	\$ 25.49	21.17
GROUP 3.....	\$ 27.57	21.17

CEMENT MASONS - work inside the building line, meeting the
 following criteria:

GROUP 1: Residential wood frame project of any size; work
 classified as Type III, IV or Type V construction;
 interior tenant improvement work regardless the size of the
 project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 07/01/2016

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 51.69	21.41
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 47.19	21.41
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 45.73	20.43
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 35.69	18.76

PLUM0016-011 07/01/2016

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 38.17	17.33

PLUM0345-001 07/01/2014

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 29.27	19.75
Sewer & Storm Drain Work....	\$ 33.24	17.13

ROOF0045-001 07/01/2014

	Rates	Fringes
ROOFER.....	\$ 27.73	8.12

SFCA0669-001 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.67	19.56

SHEE0206-001 07/01/2015

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 37.55	23.23
Except Camp Pendleton.....	\$ 35.33	23.23
Sheet Metal Technician.....	\$ 25.22	6.69

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/04/2016

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	30.69

GROUP 2.....	\$ 23.49	30.69
GROUP 3.....	\$ 23.69	30.69
GROUP 4.....	\$ 23.89	30.69
GROUP 5.....	\$ 24.09	30.69
GROUP 6.....	\$ 24.59	30.69
GROUP 7.....	\$ 26.09	30.69

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

- 10.1.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- 10.2.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 10.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. FEDERAL LABOR STANDARDS PROVISIONS:

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. **(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

11. Complaints, Proceedings, or Testimony by Employees.

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

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

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

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

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

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

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

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

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

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

Previous editions are obsolete

form **HUD-4010** (06/2009)

ref. Handbook 1344.1

12. AGENCY SPECIFIC PROVISIONS:

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

12.1. HUD Requirements

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

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

13. DBE POTENTIAL RESOURCES CENTERS:

13.1. Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.

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

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

13.4. Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible. The following web sites include a list of available sources for expanding the search for eligible DBEs:

1. <http://www.sba.gov>
2. <http://www.ccr.gov>
3. <http://www.mbda.gov>

13.5. If DBE sources are not located, explain why and describe the efforts made.

13.6. The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.

13.7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

13.8. Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	PRO-Net Database: http://www.ccr.gov/1
San Francisco, CA 94105	Bid Notification: http://web.sba.gov/subnet/2
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-3001
Minority Business Development Agency	Phoenix/ Opportunity Database:
211 Main Street, Room 1280	http://www.mbda.gov/3
San Francisco, CA 94105	RE: Business Development Centers

13.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	www.dot.ca.gov/hq/bep
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	http://www.cpuc.ca.gov/static/supplierdiversity
San Francisco, CA 94102-3298	

Notes:

1. PRO-Net new database is the SBA's electronic search engine that was put on line January 1, 2004, containing business profiles for nearly 200,000 businesses. The SBA requests Internet contact only for a list of potential DBE subcontractors that can be downloaded from PRO-Net: <http://www.ccr.gov>. Downloading will verify that the prime contractor made the required contact with the SBA. Provide copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The Contractor shall post subcontractor opportunities at least 15 Working Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. **K-17-1583-DBB-3**

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

15. FORMS:

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

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

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

FUNDING AGENCY PROVISIONS

FORMS

LIST OF WORK MADE AVAILABLE

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

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

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED

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

USE ADDITIONAL FORMS AS NECESSARY

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. 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 2 - SCOPE AND CONTROL OF WORK

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

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

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

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

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

1. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the survey services for the Project.
2. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
3. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.

4. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
5. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.

2-9.2.1

Survey Files.

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xrefs in geospatially referenced (and attached) models or one Master dgn with all xrefs geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
4. Survey files shall include, but shall not be limited to, the following items:
 - a) Street center line and (record width) right-of-way lines.
 - b) Project geometry (.alg) files (this will be generated for use in InRoads).
 - c) 3D surface model (.dtm, break line and spot elevation) file.
 - d) Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e) Monuments.
 - f) Curb lines (top curb and gutter).
 - g) All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2.2 Submittal.

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

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

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

2-9.2.3 Payment.

1. The payment for survey services Work shall be included in the lump sum Bid item for "Survey Services".

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

SECTION 3 - CHANGES IN WORK

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

ADD:

3-5.1 Claims.

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

process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".

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

3-5.1.1 Initiation of Claim.

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

3-5.1.1.1 Claim Certification Submittal.

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

3-5.1.2 Initial Determination.

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

3-5.1.3 Settlement Meeting.

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

3-5.1.7 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.

3-5.1.8 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.

3-5.1.8.1 Compensation for Mandatory Assistance.

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

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

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

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

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.

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

ADD:

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

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor

shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.

3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

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

2. The special inspections required are listed as follows:
 - a) Welding, Playground Audit, Playground equipment and Rubber Surfacing-attenuation testing.

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

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

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

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

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

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

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

SECTION 5 - UTILITIES

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

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

3. Do not Work in the areas where there is currently a moratorium issued by the City.

6-3.2.1.1 Environmental Document.

1. The City of San Diego Development Services Department has prepared a **Notice of Exemption (NOE)** for Chollas Lake Playground ADA Improvements (Chollas Lake Park Playground Improvements) as referenced in the Contract Appendix A and **Resource Agency Requirements (NEPA and CEQA)**, as referenced in the Contract Appendix Contract Appendix G. You shall comply with all requirements of the **NOE** and **Resource Agency Requirements (NEPA and CEQA)** as set forth in the **Appendix A** and **Appendix G**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

6-8.3.1 Defective Work. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. For Building Projects which require a certificate of occupancy, not including sewer and water facilities, if you fail to correct the defective Work listed on the City's Punchlist within 45 Days after the Contract Time, you shall reimburse the City for all costs to provide inspection services required to monitor Work beyond the 45 Days. The City shall bill you for the additional inspection at the City's established rates.

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.

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 **SWPPP**.

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

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

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 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.
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. To the "GREENBOOK", ADD the following:

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

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

300-2.1.2 Moisture Control. To the "GREENBOOK", ADD the following:

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. To the "GREENBOOK", ADD the following:

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. To the "GREENBOOK", ADD the following:

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.

300-12 Landscape Boulders. To the "GREENBOOK", ADD the following:

1. Boulders for landscape use shall be as indicated on the plans.
2. Decorative boulders shall be placed in locations shown on plans. Boulders shall be buried 1/3 of overall diameter and compacted in place to 90% compaction in pavement areas and 80-85% compaction in shrub and turf areas.

SECTION 304 -METAL FABRICATION AND CONSTRUCTION

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

SECTION 800 - MATERIALS

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

Type 9 Mulch shall be 2 inches maximum in size.

800-2.1.7 Sand Encasement. To the "GREENBOOK", ADD the following:

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 "GREENBOOK", ADD the following:

1. 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.

800-3.2.2.4 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

SUPPLEMENTAL CSI SPECIFICATIONS

DIVISION 10 – SIGNAGE

10 14 00 Signage

DIVISION 11 – EQUIPMENT

11 68 13 Playground Equipment

DIVISION 32 - EXTERIOR IMPROVEMENTS

32.15 40 Crushed Stone Surfacing

32 18 16 Playground Protective Surfacing

SECTION 10 14 00

SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Graphics and signage is indicated on the drawings and specified below and include, but is not necessarily limited to, disabled accessibility, safety signage, and interpretive panel signage.

1.2 QUALITY ASSURANCE

A. Qualifications of Fabricators and Installers

1. For signs with required Braille text, the fabricator shall employ the use of a Certified Library of Congress Braille reader to proof a random sample of signs and provide written certification of the Braille text.
2. For actual installation of signage, use only personnel who are thoroughly trained and experienced in the fabrication and installation of the specified products.
3. In acceptance or rejection of completed installation, no allowance will be made for lack of skill on the part of the installers.

1.3 SUBMITTALS

- A. Materials List and Shop Drawings: Within 30 days after award of contract, and before any materials have been ordered, submit complete materials list, mounting details, and schedule of sign types and locations to the Resident Engineer for approval.
- B. Samples: Accompanying materials list, submit three samples of each proposed sign product in specified font, material, color and finish.
- C. For Interpretive Panel Signs, submit three full-sized full-color proofs for each panel to the Resident Engineer for review and approval prior to ordering signs.

1.4 DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. 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).

- C. Use all means necessary to protect materials before, during, and after installation and to protect the installed work of other trades. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Resident Engineer and at no additional cost to the City.

1.5 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- C. Warranty Period:
 - 1. 10 year limited warranty from date of completion of work for powdercoated steel posts for Interpretive Panel Signage.
 - 2. 15 year limited warranty for color fade for DGI (Digital Graphic Infusion) signs.
 - 3. 15 year limited warranty for Permalene panel signs.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All signage shall comply with Americans with Disabilities Act Standards (ADAS) and California Title 24 disabled access regulations.
- B. **Finish and contrast.** Characters, symbols and their background shall have a nonglare finish. Characters and symbols shall contrast with their background, either light on a dark background or dark on a light background.
- C. **Proportions.** Visual characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 55 percent minimum and 110 percent maximum of the height of the uppercase letter "I". Stroke thickness of the uppercase letter "I" shall be 10 percent minimum and 30 percent maximum of the height of the character.
- D. **Character height.** Characters on signs required to be accessible by Section 1117B.5.1, Items 2 and 3 shall be sized according to the following table. The minimum height is measured using an uppercase letter "I". Lowercase characters are permitted. Viewing distance shall be measured as the horizontal distance between the character and an obstruction preventing further approach towards the sign.

Visual Character Height

Height to Finish Floor or Ground From Baseline of Character	Horizontal Viewing Distance	Minimum Character Height
40 inches (1015 mm) to less than or equal to 70 inches (1780 mm)	Less than 72 inches (1830 mm)	5/8 inch (16 mm)
	72 inches (1830 mm) and greater	5/8 inch (16 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 72 inches (1830 mm)
Greater than 70 inches (1780 mm) to less than or equal to 120 inches (3050 mm)	Less than 180 inches (4570 mm)	2 inches (51 mm)
	180 inches (4570 mm) and greater	2 inches (51 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 180 inches (4570 mm)
Greater than 120 inches (3050 mm)	Less than 21 feet (6400 mm)	3 inches (75 mm)
	21 feet (6400 mm) and greater	3 inches (75 mm), plus 1/8 inch (3.2 mm) per foot (305 mm) of viewing distance above 21 feet (6400 mm)

E. **Raised characters and pictorial symbol signs.** When raised characters are required or when pictorial symbols (pictograms) are used on such signs, they shall conform to the following requirements:

1. **Character type.** Characters on signs shall be raised 1/32 inch (0.794 mm) minimum and shall be sans serif uppercase characters accompanied by contracted Grade 2 Braille complying with Section 2.1.F.
2. **Character size.** Raised characters shall be a minimum of 5/8 inch (15.9 mm) and a maximum of 2 inches (51 mm) high.

3. **Pictorial symbol signs (pictograms).** Pictorial symbol signs (pictograms) shall be accompanied by the verbal description placed directly below the pictogram. The outside dimension of the pictogram field shall be a minimum of 6 inches (152 mm) in height.
 4. **Character placement.** Characters and Braille shall be in a horizontal format. Braille shall be placed a minimum of 3/8 inch (9.5 mm) and a maximum of 1/2 inch (12.7 mm) directly below the tactile characters; flush left or centered. When tactile text is multilined, all Braille shall be placed together below all lines of tactile text.
 5. **Proportions.** Raised characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 55 percent minimum and 110 percent maximum of the height of the uppercase letter "I". Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character.
- F. **Braille.** Contracted Grade 2 Braille shall be used wherever Braille is required in other portions of these standards. Dots shall be 1/10 inch (2.54 mm) on center in each cell with 2/10 inch (5.08 mm) space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch (0.635 mm) above the background. Braille dots shall be domed or rounded.
- G. **Mounting location and height.** Where permanent identification signs are provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space on the latch side, including at double leaf doors, signs shall be placed on the nearest adjacent wall, preferably on the right.

Where permanent identification signage is provided for rooms and spaces they shall be located on the approach side of the door as one enters the room or space. Signs that identify exits shall be located on the approach side of the door as one exits the room or space.

Signs with raised characters and Braille shall be located 48 inches (1220 mm) minimum above the finish floor or ground surface, measured from the baseline of the lowest tactile character and 60 inches (1525 mm) maximum above the finish floor or ground surface, measured from the baseline of the highest tactile character. Mounting location shall be determined so that a person may approach within 3 inches (76 mm) of signage without encountering protruding objects or standing within the swing of a door.

2.2 DISABLED ACCESSIBLE ENTRANCE SIGNAGE

- A. Symbol: International Symbol of Accessibility.
- B. Size: 6 inch square minimum.
- C. Color: White symbol on blue background.
- D. Sign Type: Vinyl reverse die-cut graphic adhesive decal.

2.3 SIGNAGE: RESTROOM

A. Product Characteristics

1. Stock: High pressure plastic laminated plastic 1/8 inch thick, with minimum 1/32 inch thick applied letters and Standard English Grade II Braille text.
2. Graphic: International symbol of accessibility, single sex or unisex as applies.
3. Face Color: Blue/White.
4. Letter/Graphic Color: White on blue, blue on white.
5. Sign Size: Per plans and as required by CCR T-14 and ADAAG.
6. Mounting: Per plans.

B. Locations:

1. Door: Install 1/4 inch thick, 12 inch circle, triangle, or unisex symbol on door, with sign centerline located 60 inches above floor level.
2. Wall: Install pictogram with raised letters and Braille on wall adjacent to latch side of door, with sign centerline located 60 inches above finish floor level. Locate per Section 2.1.G.

2.4 SIGNAGE: INTERPRETIVE PANELS

A. All interpretive signage panels and posts are available through 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. Mike Eisert at Coast Recreation can be contacted at (714) 619-0100 x206, or meisert@coastrecreation.net.

B. Digital Graphics Infusion (DGI) Panels:

1. Base material to be 7 GA steel.
2. Digital image is to be infused into a powdercoated substrate through a sublimation process.
3. Digital image and layout (see Appendix B) has been provided by Landscape Structures in Adobe Illustrator format. If an 'or equal' is to be provided, design time to create the imagery for review and approval must be included. Imagery created by Landscape Structures **will not** be provided to companies submitting equals. All imagery to be considered "or equal" shall be submitted along with bid documents.

C. Permalene Panels:

1. Colors, graphics, and text as shown in Appendix B.
2. 2-color permalene panel, architectural grade pigments for long lasting UV-stable, 100% recyclable with post-consumer recycled content of 73%.

3. Digital image and layout (see Appendix B) has been provided by Landscape Structures in Adobe Illustrator format. If an 'or equal' is to be provided, design time to create the imagery for review and approval must be included. Imagery created by Landscape Structures **will not** be provided to companies submitting equals. All imagery to be considered "or equal" shall be submitted along with bid documents.
- D. Posts:
1. 2.375 inch outside diameter posts, powdercoated steel, by Landscape Structures or approved equal.
- E. Size:
1. Panels (DGI and Permalene) are 24 inches wide x approximately 36 inches tall, with variation in shape as illustrated in Appendix B.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection
1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that such work is complete to the point where this installation may properly commence.
 2. Verify that the signage may be installed in complete accordance with the original design, the approved Shop Drawings, and the manufacturer's recommendations.
- B. Discrepancies: In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 INSTALLATION

- A. Install per approved materials list and schedule, and per manufacturer's approved recommendations. Install all signage level, plumb, and true to sign edges. PROTECTION
- B. Protect the installed signage from damage resulting from subsequent construction activity on the site.

END OF SECTION 10 14 00

SECTION 11 68 13

PLAYGROUND EQUIPMENT

PART 1-GENERAL

1.01 SCOPE OF WORK

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

1.02 RELATED SECTIONS

- A. 32 1816 PLAYGROUND PROTECTIVE SURFACING

1.03 QUALITY ASSURANCE

- A. Licensing: Contractor's license for play equipment installers shall be either "A" or "C61-D34."
- B. Contractor shall have demonstrated at least three years' experience in installation of play equipment and resilient surfacing to recognized safety and workmanship standards.
- C. Contractor shall provide materials, install play equipment, and construct playground areas in accordance with the following standards and guidelines. In case of conflict, the most restrictive-and highest quality standards and guidelines shall apply to the work.
 - 1. "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM F1487-98, published by the American Society for Testing and Materials (ASTM).
 - 2. "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment," ASTM F1292-99.
 - 3. "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment," ASTM F1951-99.
 - 4. U.S. Consumer Products Safety Commission, *Handbook for Public Playground Safety*, published by the Consumer Product Safety Commission (CPSC), latest edition.
 - 5. "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
 - 6. All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
 - 7. All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.
 - 8. All manufacturers must be ISO 9001 certified.
- D. References and Standards
 - CPSC: Consumer Product Safety Commission
 - IPEMA: International Playground Equipment Manufacturers Association

- ADA: Americans with Disabilities Act
- ISO: International Organization for Standardization

E. Installation of play equipment and resilient surfacing shall be in full conformance with California Administrative Code Title 24 disabled access requirements.

1.04 DELIVERY, STORAGE AND HANDLING

A. Play area equipment and materials shall be ordered and delivered to the job site, and protected from construction operations and vandalism throughout the construction of the project.

B. Damaged, vandalized or broken equipment and materials shall be cause for rejection as determined by the City's representative.

1.05 GUARANTEES AND WARRANTIES

A. Contractor shall provide manufacturers' written certification that play equipment, resilient fill, and accessible resilient surfacing have been installed in accordance with manufacturers' recommendations and Contract Documents.

B. Contractor shall provide the City with manufacturers' written warranties for accessible resilient surfacing and play equipment.

C. The equipment manufacturer shall warrant material and workmanship against defects, from the date of shipment, for the period of time as follows:

- a. LIMITED LIFETIME WARRANTY on all steel deck posts, clamping/fastening system and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
- b. LIMITED FIFTEEN (15) YEAR WARRANTY on main support materials and decks against structural failure caused by corrosion, defective materials or defective workmanship.
- c. LIMITED TEN (10) YEAR WARRANTY on all steel playsystem components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship.
- d. LIMITED TEN (10) YEAR WARRANTY on all rotomolded plastic against structural failure caused by defective materials or defective workmanship.
- e. LIMITED ONE (1) YEAR WARRANTY on all products not listed above against structural failure caused by defective materials or defective workmanship.

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

1.06 SUBMITTALS

- A. Contractor shall provide the following materials for review and acceptance by the City's representative.
 - 1. Play equipment Product Data: The Contractor shall submit within ten (10) calendar days after receipt of Notice to Proceed, five (5) complete sets of the material and equipment submittals, including:
 - a. Play Equipment Manufacturer and Manufacturer's Representative's name(s) and address(s)
 - b. Plan view drawings with model numbers; descriptive labels (including component names,) deck heights, and notations of compliance with CPSC, ASTM F1487-98 and ADA.
 - c. Detailed component list with model numbers and catalog descriptions
 - d. Color Chart
 - e. Written material specifications for all components
 - f. IPEMA certification certificate from the IPEMA Website
 - g. Copy of Manufacturer Warranty in Certificate format
 - h. Copy of Manufacturer's ISO 9001 Certification
 - 2. Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without the written authorization of the Owner's representative.

1.07 STAKING

- A. Contractor shall provide staking and layout at the site for placement of play equipment. Safety zones shall be evaluated and accepted by the City's and manufacturer's representatives prior to play equipment installation.

1.08 SAFETY

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

1.09 **AVAILABILITY AND ORDERING OF SPECIFIED ITEMS**

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

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

- B. Ordering: Specified items shall be ordered within 10 days of receipt of the "Notice To Proceed." Provide written evidence of timely ordering of specified items to the Resident Engineer.

PART 2-PRODUCTS

- 2.01 **PLAY EQUIPMENT.** Equipment shall be in accordance with Construction Plans and the following specifications, or approved substitution.

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

QTY	NO.	DESCRIPTION
PlayBooster®		
Slides		
1	123331A	Double Poly Slide 32"Dk DB
1	130798A	Double Swirl Poly Slide 48"Dk DB
Climbers W/Permalene Handholds		
2	152907A	Deck Link w/Barriers Steel end panels 1 Step
1	128252A	Loop Ladder 48"Dk DB
Climbers Nature-Inspired		
1	169318A	Wood Plank Wiggle Ladder 32"Deck w/Recycled Wood-Grain Handholds DB
Bridges & Ramps		
1	120325A	Ramp Berm Exit Plate Concrete Wall
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
Enclosures		

QTY	NO.	DESCRIPTION
3	191031A	Accessible Panel Curb
1	164094A	Bongo Reach Panel Above Deck
1	127953A	Handhold Panel Set
1	173567A	Marble Panel Above Deck
1	127439A	Navigator Reach Panel Above Deck
4	169319A	Recycled Wood-Grain Lumber Panel
1	164148A	Ring-A-Bell Reach Panel Above Deck
1	115230A	Tracing Panel Above Deck
More Fun		
1	120901A	Grab Bar
2	111275A	Handloop Assembly
Decks		
1	121948A	Kick Plate 8"Rise
2	111230A	Square Deck Corner
2	111229A	Square Deck Extension
4	111228A	Square Tenderdeck
1	112471A	Transfer Step DB
1	185852A	Transfer Step w/2 Handloops DB
1	111231A	Triangular Tenderdeck
3	119646A	Tri-Deck Extension
Posts		
2	111404G	100"Alum Post DB
2	111404F	108"Alum Post DB
2	111404E	116"Alum Post DB
6	111403H	126"Alum Post For Roof DB
4	111403D	158"Alum Post For Roof DB

QTY	NO.	DESCRIPTION
1	111405I	42"Alum Flush Post w/Standard Cap DB
1	111405H	50"Alum Flush Post w/Oval Cap DB
2	111404J	76"Alum Post DB
2	111404I	84"Alum Post DB
6	111404H	92"Alum Post DB
Non Standard Product Charges		
1	CL202698	PB 42i OC open gable Corrugated Steel roof. requires 4 roof posts.
1	CL197526Ref	PB 84i OC Corrugated Steel Roof. 6 Roof posts required.

- 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:

Freestanding Play
Kids In Motion

1	164075B	Double Bobble Rider DB
1	173591A	OmniSpin Spinner Surface Mount1

Signs

1	182503A	Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury
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- C. Main 5-12 age Play Booster play structure shall be as specified on the plans, and shall include the following components:

PlayBooster® (5-12 years)		
PHASE-1 Direct Bury Aluminum		
QTY	NO.	DESCRIPTION

PlayBooster®
Slides

1	130390A	Double Swoosh Slide 72"Dk DB1
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PlayBooster® (5-12 years)		
PHASE-1 Direct Bury Aluminum		
QTY	NO.	DESCRIPTION
1	169317B	Firepole w/Recycled Wood-Grain Handholds 72"Dk DB
1	123333B	Rollerslide 56"Dk DB
Climbers W/Permalene Handholds		
1	152907A	Deck Link w/Barriers Steel end panels 1 Step
1	145624D	Vertical Ascent 72"Dk
Climbers Nature-Inspired		
1	172665B	Loop Pole w/Recycled Wood-Grain Handholds 72"Dk DB
1	169318B	Wood Plank Wiggle Ladder 40"Deck w/Recycled Wood-Grain Handholds DB
Climbers Other		
1	146812A	Sky Rail Climber 72"Dk DB
Overhead Events		
1	193170A	LolliLadder w/2 E-Pods
1	130873A	Ring Pull
Bridges & Ramps		
1	120211A	90*Curved Bridge 32"Dk DB
1	143677B	Arch Bridge w/Barrier
2	111345A	Bridge/Ramp Transition Bracket
1	152444A	Grid Walk w/Guardrails
1	120325A	Ramp Berm Exit Plate Concrete Wall
2	156232A	Ramp w/Guardrails w/Curbs Meets ASTM
Enclosures		

PlayBooster® (5-12 years)

PHASE-1 Direct Bury Aluminum

QTY	NO.	DESCRIPTION
2	191031A	Accessible Panel Curb
1	160694A	Barrier With Infill Panel
1	164094A	Bongo Reach Panel Above Deck
1	117146A	Gear Panel Above Deck
1	127439A	Navigator Reach Panel Above Deck
1	117957A	Periscope Panel Above Deck
1	119514A	Pilot Panel Above Deck
1	116244A	Pipe Barrier Above Deck
6	169319A	Recycled Wood-Grain Lumber Panel
1	130565A	Table Panel DB
1	115231A	Tic-Tac-Toe Panel Above Deck
1	173565A	Xylofun Panel Above Deck

More Fun

1	120901A	Grab Bar
1	120902A	Handhold Leg Lift
2	120818A	Playstructure Seat

Decks

2	122197A	90* Triangular Tenderdeck
2	178710A	Hexagon Tenderdeck
4	121948A	Kick Plate 8"Rise
2	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
2	111231A	Triangular Tenderdeck
1	119646A	Tri-Deck Extension

PlayBooster® (5-12 years)

PHASE-1 Direct Bury Aluminum

QTY	NO.	DESCRIPTION
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1	121949A	Tri-Deck Kick Plate 8"Rise
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Posts

2	111404G	100"Alum Post DB
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3	111404F	108"Alum Post DB
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2	111404E	116"Alum Post DB
---	---------	------------------

1	111404D	124"Alum Post DB
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6	111403H	126"Alum Post For Roof DB
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2	111404C	132"Alum Post DB
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2	111404B	140"Alum Post DB
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4	111404A	148"Alum Post DB
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2	111404J	76"Alum Post DB
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6	111404I	84"Alum Post DB
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1	111404H	92"Alum Post DB
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Non Standard Product Charges

1	CL202684	PB open gable corrugated roof for over hex deck. Requires (6) roof posts (not included).
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1	128980E	PlayOdyssey Main Structure - 72"
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1	TL149	PO Tree Corrugated Steel Roof
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- D. Main 5-12 age Freestanding play elements in the 2-5 age play area shall be as specified on the plans, and shall include the following components:

Freestanding Play

Sensory Play

1	176457	Roller Table DB1 A
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Kids In Motion

1	155077	Stand-Up Spinner DB Only A
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Freestanding Play

Sensory Play

1 186490 We-saw DB Only1
A

Swings

1 173592 Oodle Swing DB Only1
A

Signs

1 182503 Welcome Sign (LSI Provided)
C Ages 5-12 years Direct Bury

E. Lower 2-12 Freestanding play elements shall be as specified on plans and as follows:

- a. 152179A Saddle spinner by LSI or approved equal, Color: Leaf
- b. 164074A Single Bobble Rider by LSI or approved equal. Color: Leaf
- c. 177330A Single bay swing set with full bracket seat (176038A), and pro-guard swing chain by LSI or approved equal. Color: Acorn
- d. 177330A & 177331A Double Bay swing set swing set with slash proof belt seat (174018A-D)by LSI or approved equal. Color: Acorn

2.02 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. Mike Eisert at Coast Recreation can be contacted at (714) 619-0100 x206, or meisert@coastrecreation.net. Reference quote No. 89867-1-2.

2.03 Playground equipment and modular units submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail of the playground equipment, structure or modular unit, specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturers standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the owner or owner's representative.

2.04 Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.

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

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Play equipment shall be installed in accordance with manufacturers' recommendations.
- B. Play equipment shall be completely surrounded by unobstructed safety zones as recommended by the manufacturers. Resilient play surfaces only shall be located within safety zones. Play equipment safety zones shall not overlap one another.
- C. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view; elevations; footing drawings and details; as well as, written instructions to assure proper installation of the playground equipment, structure or modular unit.
- D. Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be CPSI certified. 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.

3.02 MAINTENANCE

- A. Contractor shall maintain play equipment, resilient fill, and accessible resilient surfaces throughout the maintenance period.
- B. Scratches, dents and other damage to play equipment resulting from Contractor's operations shall be repaired to original condition, or play equipment shall be replaced as determined by the City's representative.

END OF SECTION 11 68 13

**SECTION 32 15 40
CRUSHED STONE SURFACING**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section Includes: All services, materials, labor, transportation, tools and equipment necessary to perform work indicated on Drawing including the installation of base material and header edging for construction with Decomposed granite or crusher fines 3/8" minus or 1/4" minus aggregate paving with soil binding agent additive for the following items:

1. Stabilized aggregate (DG) Decomposed Granite pathway and patios

- B. Related Documents: The Conditions of the Contract and Division 1 are part of this Section as fully as if repeated herein.
- C. Related Sections:
1. **31 00 00 Earthwork**
 2. 32 93 00 Plants

1.2 PERFORMANCE REQUIREMENTS

- A. Perform gradation of decomposed granite material or 3/8" minus or 1/4" minus crusher fines aggregate in accordance with ASTM C 136 – Method for Sieve Analysis for Fine and Course.
- B. The edition of the specifications and standards referenced herein, published by the following organization, apply to the granular paving work only to the extent specified by the reference.

1.3 SUBMITTALS

- A. Products and Data:
1. Conform to procedures and quantities as specified under Section 01 33 00.
 2. For base course, if required, submit material Certification and Analysis Report.
 3. Decomposed Granite: Provide packaged sample equal to one half (1/2) pound of decomposed granite or crushed 3/8" minus or 1/4" minus for strength and color, include source of material with telephone number and address.
 4. Aggregate Binder: Provide packaged samples equal to one half (1/2) pound, include source of material with telephone number and address as well as manufacture's instructions for mixing and application.

1.4 PROJECT/SITE CONDITIONS

- A. Field Measurements: Each bidder is required to visit the site of the Work to verify the existing conditions. No adjustments will be made to the Contract Sum for variations in the existing conditions.
 - 1. Where surfacing is indicated to fit with other construction, verify dimensions of other construction by field measurements before proceeding with the work.
- B. Environmental Limitations: Do not install decomposed granite or crushed 3/8" or 1/4" minus aggregate paving during rainy conditions or below 40 degrees Fahrenheit and falling.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer to provide evidence to indicate successful experience in providing stabilized decomposed granite or crusher fines 3/8" minus or 1/4" minus aggregate paving.

1.6 FIELD MOCK-UP

- A. Construct at earliest possible time and at approved location before proceeding with the work.
 - 1. Prepare one (1) 10 feet by width of path, paving mock-up, complete with base coarse-if required, edging, and compacted as specified. Include adjustments, approved by the Owner's Representative from reviews of the mock-up process. Coordinate work with conditions and material placement of other work and adjacent conditions.
 - 2. The Mock-up shall be reviewed and approved by the Owner's Representative prior to proceeding with the work. When necessary, remove and reconstruct the field sample until approved. Approved mock-up shall serve as the standard of acceptance for the paving work.
 - 3. The approved mock-up may be incorporated into the final work. Demolish and remove non-approved mock-ups.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Do not expose materials to excessive moisture or other conditions that would adversely affect their serviceability.

1.7 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

- B. Special Warranty: Submit a written warranty executed by the installer agreeing to repair or replace components of stabilized surfacing that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, the following:
 - 1. Premature wear and tear provided the material is maintained in accordance with manufacturer's written maintenance instructions.
 - 2. Failure of system to meet performance requirements.
- C. Warranty Period: Contractor shall provide warranty for performance of product. Contractor shall warranty installation of product for the time of one year from completion.
- D. Contractor shall provide, for a period of sixty days, unconditional maintenance and repairs as required.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Pre blended decomposed granite and binder for crushed stone surfaces provided by the following Supplier:
 - 1. Decorative Stone Solutions, Inc.
 P.O. Box 662 Rancho Cucamonga, CA 991729-0662
 Phone: 1(800) 699-1878; Fax (909) 356-1449
www.decorativestonesolutions.com
 email: info@decorativestonesolutions.com

2.2 MATERIALS

- A. Binder: Organic, non-toxic, non-staining, odorless, environmentally safe powder which binds decomposed granite, crusher fines 3/8" minus or 1/4" minus aggregate.
- B. Decomposed Granite: Crushed aggregate fines color shall be as indicated on drawings and size shall be as indicated on drawings as supplied by Decorative Stone Solutions, Inc. Material shall consist of inert materials that are hard and durable, with stone free from surface coatings and deleterious materials. Gradation recommendations shall be as follows unless otherwise specified.

U.S. Sieve No.	Percent Passing by Weight
# 1/2"	95 - 100
# 3/8"	90 - 100
# 4	65 - 80
# 8	48 - 63
# 16	40 - 49
# 30	30 - 40
# 50	20 - 27
# 100	10 - 18
# 200	10 - 12

- C. Sand: Equivalent shall be in the range of 35-55. The R-value shall be a minimum of 71. ASTM testing shall be used for the sand equivalent and R-value determination.
- D. Decomposed Granite and Binder Compound: Decomposed Granite or 3/8" minus or 1/4" minus crushed aggregate screenings will be supplied to Contractor from a single source in a preblended ratio of 12 lbs of soil binding agent per 1-ton of Decomposed Granite.
- E. Water, clean potable.
- F. Imported Base Material if required: Class 2 base Crushed aggregate base consisting entirely of crushed rock and rock dust, uniformly graded and conforming to the requirements of Standard Specifications Section 200-2.2.

2.3 EXCESS MATERIALS

- A. Provide owner's authorized rep. With the following excess materials for use in future decomposed granite or 3/8" minus or 1/4" minus crushed aggregate paving repair: four (4)-50 lb. bags of the aggregate paving blended with proper amount of binder.

2.2 HEADER AND EDGING MATERIALS

- A. As indicated on drawings.

PART 3 - 3. EXECUTION

3.1 SURFACE CONDITIONS

- A. Areas receiving paving materials shall be examined for correct and complete base preparation, compaction, grade, pitch, and drainage installation. To prevent path erosion in slope condition, path shall have drainage channel on upside of slope, so that runoff shall not cross path, to allow sufficient drainage runoff.
- B. Prepared subgrade shall be proof rolled to check for unstable conditions and areas requiring additional compaction. The subgrade shall be compacted to a minimum 95% dry density. A compaction test shall be taken at questionable areas identified by the Owner's Representative.
- C. Report unsatisfactory conditions to the Owner's Representative. Do not begin paving work until unsatisfactory conditions have been corrected and is ready to receive paving. Proceeding with the installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.
- D. Herbicide Treatment: Pre-emergence herbicide shall be recommended and applied by a licensed pest control service. Apply herbicide in strict compliance with manufacturer's recommended instructions, and local and state regulations. Apply to compacted, dry, subgrade prior to application of aggregate base course. Do not use weed control chemicals that may stain decomposed granite or surrounding surfaces.

3.2 PREPARATION

- A. Pre-soak base material with water prior to installing stabilized Aggregate Paving material.
- B. Install the specified header or edging material on peripheral edges of area to be paved not already adjacent to a solid surface.

3.3 PLACEMENT

- A. Place the stabilized D.G. on the prepared sub grade, and rake smooth to desired grade and cross section. Place material to sufficient depth to allow approximately ¼" of compaction for every 2" of loose D.G.
- B. Depth of pathways – as indicated on drawings.

3.4 WATERING

- A. Areas shall be thoroughly watered as to achieve moisture penetration to the full depth of the paving material. Water is the activation mechanism for binding agent. During water application test water penetration depths with a probing devise. Take care to not underwater, it is not possible to over-water this product, it will however extend the set up time before compaction can take place.

3.5 COMPACTION

- A. Upon thorough moisture penetrations do not begin compaction for at least 6 hours and up to 48 hours after placement or until such time that the paving material is able to accept 85% relative compaction from a 1 to 5 ton roller/compactor without separation, plowing or any other physical compromise of the paving material. Compact the material with compactor as specified above making 3 to 4 passes. Avoid a vibratory plate compactor when possible, however tight spaces may mandate the use of a small handheld unit.
- B. Take care in compacting decomposed granite or crushed 3/8" or ¼" minus aggregate screenings when adjacent to planting and irrigation systems. Hand tamping with 8" or 10" hand tamp recommended.
- C. Header and Edging Tolerances to Path:
 - 1. Elevation: 1/4 inch.
 - 2. Surface Gap: Minus 1/4 inch.

3.6 INSPECTION

- A. Finished surface of entire pathway shall be smooth, uniform and solid, free of ruts, dips and roller marks with surface of path crowned to allow sufficient water run-off due to irrigation, weather or undue water application. There shall be no evidence of chipping or cracking. Cured and compacted pathway shall be firm throughout profile with no spongy areas. Loose material shall not be present on the surface. Any significant irregularities in path surface shall be repaired to the uniformity of entire installation.

- B. At the end of the day, the installation shall terminate at a paving edge or other transition. No material shall be deposited on paving which has hardened sufficiently to cause the formation of seams, planes, weakness within the section, or visible lines in the finished surface.
- C. Protect the entire area from foot or vehicular traffic until fully dried. Protect the area from contamination or damage by other work in progress.

3.7 MAINTENANCE

- A. Remove debris, such as paper, grass clippings, leaves or other organic material by mechanically blowing or hand raking the surface as needed.
- B. During the first year, a minor amount of loose aggregate will appear on the paving surface. If this material exceeds a 1/4", redistribute the material over the entire surface. Water thoroughly to the depth of 1". Compact with power roller of no less than 1000 lbs. Repeat process as needed.
- C. If cracking occurs, simply sweep fines into the cracks, water thoroughly and hand tamp with an 8" – 10" hand tamp plate.

3.8 REPAIRS

- A. Excavate damaged area to the depth of the stabilized aggregate and square off sidewalls.
- B. If area is dry, moisten damaged portion lightly.
- C. Pre-bend the dry required amount of soil binding agent with the proper amount of aggregate in a concrete mixer.
- D. Add water to the blended mix. Thoroughly moisten mix with 25 to 45 gallons per 1-ton of pre-blended material or to approximately 10% moisture content.
- E. Apply moistened pre-blended aggregate to excavated area to finish grade.
- F. Compact with an 8" to 10" hand tamp or 250 to 300 pound roller. Keep traffic off areas for 12 to 48 hours after repair has been completed.

END OF SECTION 32 15 40

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 EPDM granules mixed with an Aliphatic binder to make up the Wear Layer. Safety Surfacing to have a 7-year warranty.
2. Fibar engineered wood fiber playground infill
3. Excavation and subdrainage for safety surfacing

1.2 REFERENCES

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

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM 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.
- B. Engineered Wood Surfacing Performance Requirements:
 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 (4 degrees 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. Fibar Engineered Wood Fiber Manufacturer's Limited Warranty
 - 1. The Fibar Group, LLC provides a written 25-year warranty against loss of resiliency for the FibarSystem 300.
 - 2. The Fibar Group, LLC provides a written lifetime warranty on the FibarFelt geotextile fabric material.
 - 3. The Fibar Group, LLC provides a written lifetime warranty on the FibarDrain drainage matrix.
 - 4. The Fibar Group, LLC provides a written 3-year warranty on the FibarMat wear mats.
 - 5. Product Liability Insurance Certificate with project owner named as certificate holder.
- C. Proper drainage is critical to the longevity of the Poured-in-Place and engineered wood 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: Surface America, or approved equal.
1. Contact: Mike Eisert @ Coast Recreation 3151 Airway Ave, Suite A3
Costa Mesa, CA 92626; Telephone: (714) 619-0100 ex. 206; Fax: (714) 619-0106; E-mail:
meisert@coastrecreation.net;
Manufacturers Website: <http://www.surfaceamerica.com/index.php>
Representatives Website: <http://www.coastrecreation.com/index.html>.
 2. 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: Blend of EPDM 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 ENGINEERED WOOD SURFACING

- A. Engineered Wood Fiber
1. Shredded wood fiber consisting of randomly sized pieces.
 - a. Recycled wood from used pallets are not acceptable.
 - b. The amount of Fiber Engineered Wood Fiber necessary to provide the approximate depth after compaction is as follows:
 - 1) 8" Depth - 38 cubic yards per 1,000 sq. ft. of playground area
 - 2) 9" Depth - 42 cubic yards per 1,000 sq. ft. of playground area
 - 3) 10" Depth - 46 cubic yards per 1,000 sq. ft. of playground area
 - 4) 11" Depth - 48 cubic yards per 1,000 sq. ft. of playground area
 - 5) 12" Depth - 50 cubic yards per 1,000 sq. ft. of playground area

- B. Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.
1. FibarDrain
 - a. Drainage matrix that channels water away from playground.
 - b. Minimum flow rate of 10 gpm/ft.
 - c. Needle-punched 100% non-woven geotextile sleeve encasing a monofilament nylon mesh.
 - d. Laid out on 6'-0 centers in the direction of the grade.
 - e. Prevents deterioration of Fibar Engineered Wood Fiber.
 2. FibarFelt
 - a. Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood-Fiber from soil below.
 - b. Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
 - c. Designed to cover the sub-grade and drainage matrix to ensure proper drainage.
 - d. Seams should be overlapped 3"
- C. Accessory Items
1. FibarMat
 - a. 3' x 3' x 1.5" with beveled edges (ADA compliant) on all sides.
 - b. Placed under each swing seat, tire swing, slide exit, and sliding poles.
 - c. Prevents excessive wear under swings and slides.
 - d. Can be placed on top, in middle or under Engineered Wood Fiber (but over FibarFelt).
 2. ADA Wheelchair Access Ramp
 - a. Crafted from High-Density Polyethylene.
 - b. Won't fade, splinter or crack.
 - c. Wide enough for motorized wheelchairs.
 3. FibarGuard Borders
 - a. Crafted from High-Density Polyethylene.
 - b. Won't fade, splinter or crack.
 - c. Rounded corners prevent injury.
 - d. Four feet long and 12" high.

2.3 **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 (EPDM) 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 for a minimum of 5-years. (Licenses under other states are NOT acceptable.)

2.4 **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 or manufactured wood fiber 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 EPDM 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 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.
 - 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 FIBAR ENGINEERED WOOD FIBER SURFACING INSTALLATION

- A. In-Ground Installation (Exiting at Grade Level)
1. Excavate area to proper depth, based on Critical Fall Height.
 2. Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip.
 3. On grades of greater than 10% - use of FibarSystems is not recommended.
 4. Remove all roots, stones, and vegetation.
 5. Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 6. Excavate trench 2" wide x 6" deep, perpendicular to grade at lowest point of playground area.
 7. Install FibarDrain and connect low end of strip to storm drain or similar device to remove collected water.
 8. Install playground equipment.
 9. Install retaining border or curb.
 10. Install FibarDrain strips at 6' centers in direction of grade.
 11. Cover sub-grade and drainage trench with FibarFelt.
 - a. Allowing 3" overlap at all seams.
 - b. Slit to fit around footings of equipment.
 - c. Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 12. Install FibarMat wear mats either on FibarFelt, in middle of Fibar Engineered Wood Fiber® or on top of system.
 13. Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth.
 14. Spread Fibar®EngineeredWood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - a. Care should be taken when driving over FibarDrain.
 - b. Do not make sharp turns on FibarFelt or FibarDrain.
 15. Install all materials delivered.
 - a. Additional materials are supplied to account for natural compaction.
 - b. Material may be several inches high, until it compacts.
 - c. Feather edges to make smooth transition to grade or border.
 16. Hand spread and rake for smooth, finished surface.
 17. After two weeks of active use, surface should be raked again.

18. Consumer Product Safety Commission (CPSC) and ASTM recommends Use Zones of at least 6 feet around all equipment, except:
 - a. Swings – Use zone equal to 2 times the height of top rail is needed in front and behind swings.
 - b. Slides – Use zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
19. Complete information on use zones can be found at CPSC and ASTM.

3.6 PROTECTION

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

END OF SECTION 32 18 16

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
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

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

PROJECT TITLE: CHOLLAS LAKE PARK PLAYGROUND IMPROVEMENTS

PROJECT LOCATION-SPECIFIC: 6005 College Grove Drive, San Diego, CA 92105. The project site is located within City Council District 4 and the Mid-City: Eastern Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The proposed project activities will include two new playgrounds including playground equipment, rubberized playground surfacing and accessible path of travel at Chollas Lake Park.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept./Barry Kelleher
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
619-533-5219

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
 DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
 EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
 CATEGORICAL EXEMPTION: 15301 (c) EXISTING FACILITIES AND 15302 (c) REPLACEMENT OR RECONSTRUCTION
 STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the project meets the criteria set forth in State CEQA Guidelines Sections 15301 (c) Existing Facilities and 15302 (c) Replacement or Reconstruction, which allow for minor alteration or reconstruction of existing public structures or facilities; and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline Section 15300.2.

LEAD AGENCY CONTACT PERSON: Kerry Santoro

TELEPHONE: (619) 446-5121

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

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

 DEPUTY DIRECTOR
SIGNATURE TITLE

6/4/2015
DATE

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(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:	<input type="checkbox"/>	<input type="checkbox"/> Check Box if Reclaimed Water

Company Information

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

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

City Meter	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 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

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

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1				\$	-		\$ -		\$ -	0.00%	\$ -
2				\$	-		\$ -		\$ -	0.00%	\$ -
3				\$	-		\$ -		\$ -	0.00%	\$ -
4				\$	-		\$ -		\$ -	0.00%	\$ -
5				\$	-		\$ -		\$ -	0.00%	\$ -
6				\$	-		\$ -		\$ -	0.00%	\$ -
7				\$	-		\$ -		\$ -	0.00%	\$ -
8				\$	-		\$ -		\$ -	0.00%	\$ -
9				\$	-		\$ -		\$ -	0.00%	\$ -
10				\$	-		\$ -		\$ -	0.00%	\$ -
11				\$	-		\$ -		\$ -	0.00%	\$ -
12				\$	-		\$ -		\$ -	0.00%	\$ -
13				\$	-		\$ -		\$ -	0.00%	\$ -
14				\$	-		\$ -		\$ -	0.00%	\$ -
15				\$	-		\$ -		\$ -	0.00%	\$ -
16				\$	-		\$ -		\$ -	0.00%	\$ -
17	Field Orders			\$	-		\$ -		\$ -	0.00%	\$ -
18				\$	-		\$ -		\$ -	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

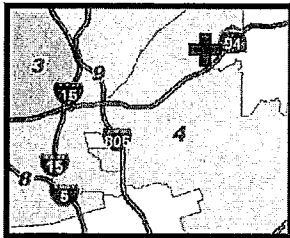
Retention and/or Escrow Payment Schedule

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: _____

APPENDIX E
LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.



PREDESIGN LOCATION MAP
Chollas Lake Park Playground Improvements



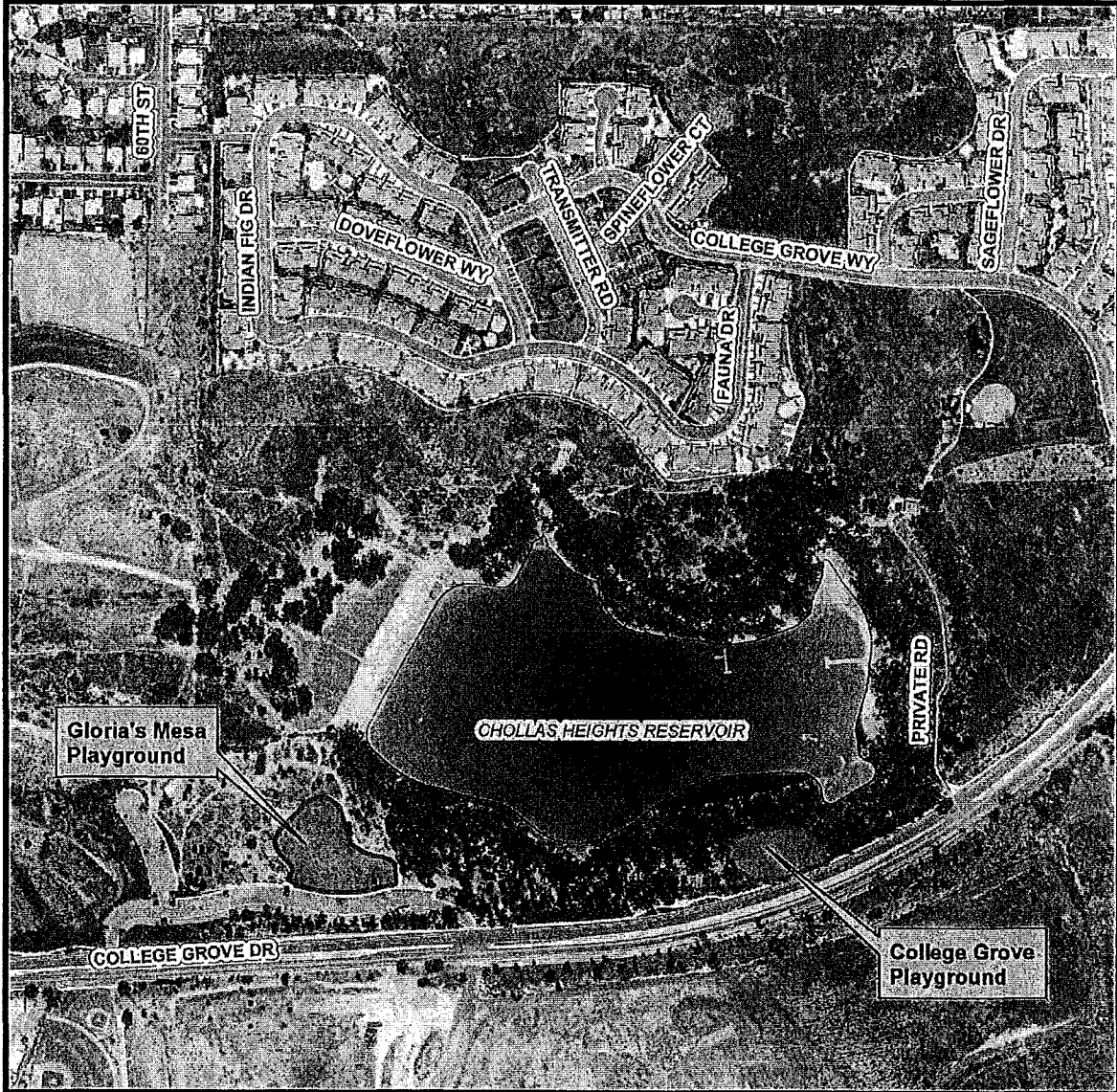
SENIOR ENGINEER
 Neven Antoun
 619-533-4852

PROJECT MANAGER
 Craig Hoenes
 619-533-3783

PROJECT IMPLEMENTATION SECTION (PI)
 CIP PRELIMINARY ENGINEERING & PROGRAM COORDINATION

PROJECT ENGINEER
 Hiba Abdulhadi
 619-533-3453

PREDESIGN DRAFTER
 Susan Griebelow
 619-533-3662



Legend

 **Project Locations**



No Scale

COMMUNITY NAME: Mid-City: Eastern Area

COUNCIL DISTRICT: 04

SAP ID: S14002

Date: June 06, 2014



APPENDIX F
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/RNA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES FLAMMABLE TOXIC

SOLID LIQUID | CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!

CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
B	INCIDENT MO DAY YR DATE	TIME OES NOTIFIED (use 24 hr time)
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type) CAS Number	
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE DURATION OF RELEASE —DAYS —HOURS—MINUTES
E	ACTIONS TAKEN	
E		
E		
E		
E		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)	
F	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____	
F	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____	
F	<input type="checkbox"/> NOTKNOWN (explain) _____	
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
G		
G		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
H		
H		
H		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.	
I	REPORTING FACILITY REPRESENTATIVE (print or type) _____	
I	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX G
RESOURCE AGENCY REQUIREMENTS (NEPA AND CEQA)



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically
Excluded Subject to Section 58.5
Pursuant to 24 CFR 58.35(a)**

Project Information

Project Name: Chollas Lake Park Playground Improvements

Responsible Entity: City of San Diego

Grant Recipient (if different than Responsible Entity):

State/Local Identifier: California / City of San Diego (063210)

Preparer: Krissy Toft-Maier

Certifying Officer Name and Title: Kerry Santoro, Deputy Director, Development Services Department, City of San Diego

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to: Krissy Toft-Maier; email: ktoft@sandiego.gov

Project Location: 6005 College Grove Drive, San Diego, CA 92105

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]: The proposed project activities will include two new playgrounds including playground equipment, rubberized playground surfacing and accessible path of travel at Chollas Lake Park.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5:
Categorically Excluded per 24 CFR 58.35(a)(1): Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings).

Funding Information

Grant Number	HUD Program	Funding Amount
B-15-MC-06-0542	CDBG	\$750,000

Estimated Total HUD Funded Amount: \$750,000

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$1,739,000

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project does not involve the sale or acquisition of existing property. The proposed project site is not located within the RCZ or APZ of any airport or military CZ. Source: City of San Diego PTS Database Metadata-San Diego Regional Airport Authority.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project is located in HUD Region IX (CA). There are no designated coastal barrier resources in HUD Region IX.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project does involve the acquisition, construction or rehabilitation of insurable structures, buildings or mobile homes. The structure or part of the structure is not located in a FEMA designated Special Flood Hazard Area.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project site is located within a “non-attainment” area and conforms with the EPA-approved California State Implementation Plan- San Diego County Air Quality Management Plans per contact with the California Environmental Protection Agency Air Resources Board. Source: CA EPA Air Resources Board SIP Strategy http://www.arb.ca.gov/planning/sip/sip.html
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project does not involve the placement, erection, or removal of materials or an increase in the intensity of use in the Coastal Zone per the City of San Diego and California Coastal Commission Coastal Development Permit

		<p>Jurisdiction boundaries.</p> <p>Source: http://coastalmanagement.noaa.gov/mystate/ca.html</p> <p>City of San Diego PTS (Project Tracking System) Database Metadata- City of San Diego and California Coastal Commission Coastal Development Permit Jurisdiction.</p>
<p>Contamination and Toxic Substances</p> <p>24 CFR Part 50.3(i) & 58.5(i)(2)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project site is not located adjacent to any uses associated with hazardous materials. There are no dumps, landfills, industrial sites, underground storage tanks, or any other facilities capable of releasing toxic chemicals, hazardous wastes or radioactive materials near the project.</p> <p>Source: Envirostor CA Department of Toxic Substance Control: http://www.envirostor.dtsc.ca.gov</p> <p>State Water Resources Control Board: http://geotracker.waterboards.ca.gov</p>
<p>Endangered Species</p> <p>Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Due to the highly urbanized nature of the area, there are no sensitive plant or animal species, habitats or wildlife migration corridors within or adjacent to the area.</p> <p>Source: City of San Diego PTS Database Metadata- Multiple Habitat Planning Area July 2002</p>
<p>Explosive and Flammable Hazards</p> <p>24 CFR Part 51 Subpart C</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project site is not located adjacent to any uses associated with hazardous materials. There are no dumps, landfills, industrial sites, underground storage tanks, or any other facilities capable of releasing toxic chemicals, hazardous wastes or radioactive materials near the project.</p> <p>Source: Envirostor CA Department of Toxic Substance Control: http://www.envirostor.dtsc.ca.gov</p> <p>State Water Resources Control Board: http://geotracker.waterboards.ca.gov</p>
<p>Farmlands Protection</p> <p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project does not include prime and unique farmland, or other farmland of statewide or local importance. The site is located within a completely urbanized neighborhood and is developed with urban land uses.</p> <p>Source: State of California Department of Conservation Farmland Mapping and Monitoring Program, 1984-2004 and State of California Department of Conservation, California Williamson Act Lands 2004</p>

<p>Floodplain Management</p> <p>Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The project does not involve property acquisition, management, construction or improvements within a 100-year floodplain identified by FEMA maps. Project site is located in Zone X and would not affect any floodplain management</p> <p>Source: Panel 1902 of 2375; May 16, 2012.</p>
<p>Historic Preservation</p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project site is not listed on the National Register of Historic Places or identified as a historic resource designated by the City of San Diego Historical Resources Board. No historic properties located on the National Register are located on or adjacent to the project.</p> <p>Source: National Park Service National Register of Historic Places Database- http://www.nps.gov/nr/ HRB Listing of Historical Sites/Resources www.sandiego.gov/planning/programs/historical</p>
<p>Noise Abatement and Control</p> <p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project is rehabilitation of an existing park facility and does not involve development of noise sensitive uses. The construction activities will not cause a permanent increase in ambient noise levels that exceed an average of 65 decibels.</p> <p>Source: https://www.onecpd.info/onecpd/assets/File/Noise-Guidebook</p>
<p>Sole Source Aquifers</p> <p>Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>There are no sole source aquifers located within the City of San Diego's boundaries.</p> <p>Source: EPA Designated Sole Source Aquifers in EPA Region IX. http://epa.gov/Region9/water/groundwater/ssa</p>
<p>Wetlands Protection</p> <p>Executive Order 11990, particularly sections 2 and 5</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The proposed project does not involve new construction within or adjacent to wetlands, marshes, wet meadows, mud flats or natural ponds.</p> <p>Source: USDI Fish and Wildlife Service, Wetlands Online Mapper. http://www.fws.gov/wetlands/Data/Mapper.html</p>
<p>Wild and Scenic Rivers</p> <p>Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>The City of San Diego does not contain a Wild or Scenic River within its boundaries.</p> <p>Source: National Park Service Designated Wild and Scenic Rivers List, 3/24/08 http://www.rivers.gov/california.php</p>

ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The proposed project site is suitable for its proposed use and will not be adversely impacted by adverse environmental conditions. http://www2.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice

Field Inspection (Date and completed by): November 21, 2014; Krissy Toft-Maier, Meredith Dawson, Andrew Fields, Jim Winter and Albert Cuevas

Summary of Findings and Conclusions: Proposed project site is an existing facility which does not require any mitigation for compliance with any listed statutes or authorities.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

- This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- This categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Krissy Toft-Maier Date: 5/18/15

Name/Title/Organization: Krissy Toft- Maier, HUD Programs Coordinator, City of San Diego

Responsible Entity Agency Official Signature:

Kerry Santoro Date: 5/19/15

Name/Title: Kerry Santoro, Deputy Director, Development Services Department

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).



THE CITY OF SAN DIEGO

Date of Notice: June 4, 2015

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

DEVELOPMENT SERVICES DEPARTMENT

PROJECT NAME/NUMBER: Chollas Lake Park Playground Improvements

COMMUNITY PLAN AREA: Mid-City: Eastern Area

COUNCIL DISTRICT: 4

LOCATION: 6005 College Grove Drive, San Diego, CA 92105

PROJECT DESCRIPTION: The proposed project activities will include two new playgrounds including playground equipment, rubberized playground surfacing and accessible path of travel at Chollas Lake Park.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: This project is exempt pursuant to California Environmental Quality Act (CEQA) Sections 15301 (c) Existing Facilities and 15302 (c) Replacement or Reconstruction

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review which determined that the project meets the criteria set forth in State CEQA Guidelines Sections 15301 (c) Existing Facilities and 15302 (c) Replacement or Reconstruction, which allow for minor alteration or reconstruction of existing public structures or facilities; and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline Section 15300.2.

PROJECT CONTACT: Barry Kelleher, City of San Diego, E&CP Dept.

MAILING ADDRESS: 525 B Street, Suite 750
San Diego, CA 92101

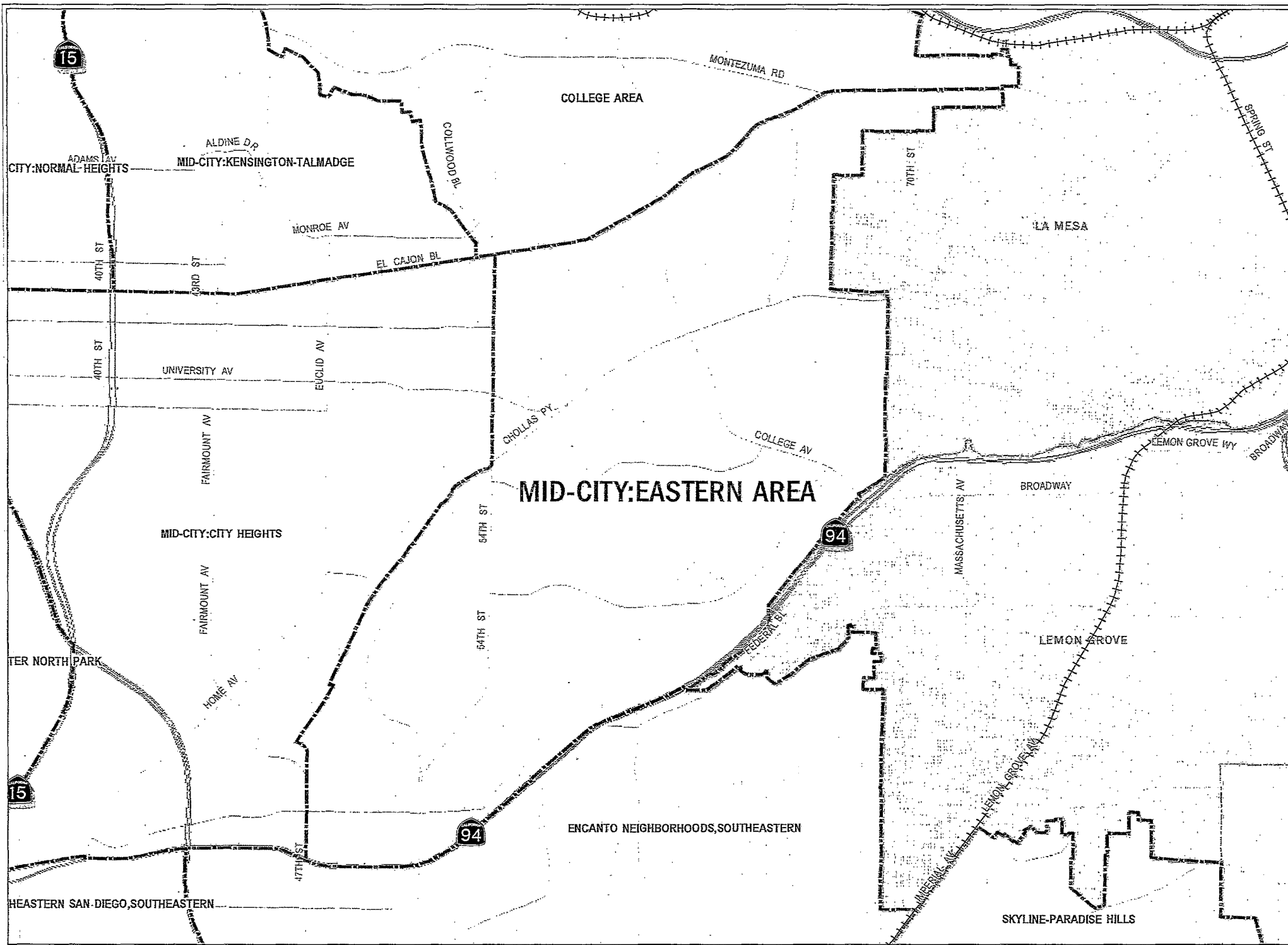
PHONE NUMBER: 619-533-5219

On June 4, 2015, the City of San Diego made the above-referenced environmental determination pursuant to CEQA. This determination is appealable to the City Council. If you have any questions about this determination, contact the Development Project Manager listed above.

Applications to appeal this CEQA determination must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice. The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101. This information will be made available in alternative formats upon request.

PROJECT LOCATION MAP – 6005 College Grove Drive, San Diego, CA 92105
Chollas Lake Park Playground Improvements (Park and Recreation Department)





Parcel Information Report



THE CITY OF SAN DIEGO
Development Services

1222 First Avenue, San Diego, CA 92101-4154

1/14/2015 12:28:33

Report Number 101

Page 1 of 2



North

1078 feet

Scale Is Approximate

Map Layers Included In Report

Description	Visible	Transparent	Has Intersecting Features
Roads	<input checked="" type="checkbox"/>		Yes
Freeways	<input checked="" type="checkbox"/>		No
Parcels	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Yes
Multiple Habitat Planning Area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
Airports: Airport Approach Overlay Zone (SDIA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
Airports: Airport Influence Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes
Airports: Safety Zones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
Base Zones ("Official Zoning Map")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes
Coastal Overlay Zone (Permit Jurisdictions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
FEMA Floodways & Floodplains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes
Historic Districts: Existing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No
Community Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes
Historic Resources: Designated (points)	<input checked="" type="checkbox"/>		No

Every reasonable effort has been made to assure the accuracy of this map. However, neither the SanGIS participants nor San Diego Data Processing Corporation assume any liability arising from its use.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PROPRIETARY INFORMATION: The use of this information is pursuant to sublicense agreement only. Any resale or relicensing of this information is prohibited, except in accordance with such sublicense agreements.

Intersecting Features

Road Name
CAMTO CHOLLAS
CAMTO CHOLLAS
CAMTO CHOLLAS
PRIVATE RD
PRIVATE RD
PRIVATE RD

APN	Recordation	Owner Information	Valuation	Other
77-490-0700	Record: 014745 Date: Legal:	CITY OF SAN DIEGO PUBLIC AGENCY	Land: \$0 Imp: \$0 Total: \$0	Units: 0 Taxable: <input type="checkbox"/> Own Occ: <input type="checkbox"/>
Address(es) SEC 34-16-2W SEQ 73.90 AC M 5851 COLLEGE GROVE DR				
60-226-2600	Record: 907894 Date:12/31/200 Legal:	CITY OF SD/PARKS AND RECREATION PUBLIC AGENCY	Land: \$0 Imp: \$0 Total: \$0	Units: 1 Taxable: <input type="checkbox"/> Own Occ: <input type="checkbox"/>
Address(es) CITY#RR-275658(LITTLE LEAG 00000				

Parcel Information Report



THE CITY OF SAN DIEGO
Development Services
1222 First Avenue, San Diego, CA 92101-4154

1/14/2015 12:28:33

Report Number 101

Page 2 of 2

Parcels					
APN	Recordation	Owner Information	Valuation	Other	
760-226-2600	Record: 907894 Date:12/31/200	CITY OF SD/PARKS AND RECREATION	Land: \$0	Units: 1	
	Legal:	PUBLIC AGENCY	Imp: \$0	Taxable: <input type="checkbox"/>	
Address(es)	CITY#RR-275658(LITTLE LEAG	00000	Total: \$0	Own Occ: <input type="checkbox"/>	
77-490-0700	Record: 014745 Date:	CITY OF SAN DIEGO	Land: \$0	Units: 0	
	Legal:	PUBLIC AGENCY	Imp: \$0	Taxable: <input type="checkbox"/>	
Address(es)	SEC 34-16-2W SEQ 73.90 AC M	00000	Total: \$0	Own Occ: <input type="checkbox"/>	
2797 CAMINITO CHOLLAS					

Airports: Airport Influence Areas	
Feature Name	Feature Detail
San Diego International Airport	Airport Influence Area - Review Area 2

Base Zones ("Official Zoning Map")		
Zonename	Ordinance Number	Implementation Date
RS-1-7	R-301263	02/28/2006
OP-1-1	R-301263	02/28/2006

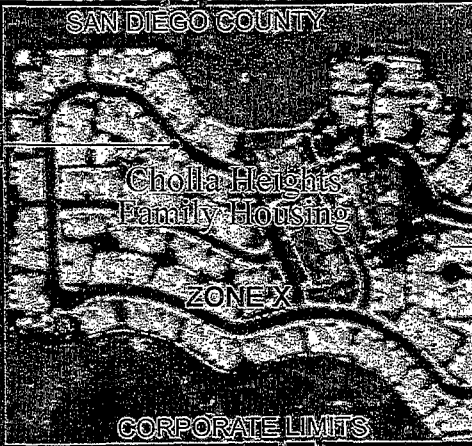
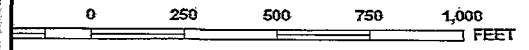
FEMA Floodways Floodplains	
Feature Name	Feature Detail
Flood Designation:	Flood Zone: X / Special Flood Hazard Area? NO / Floodway? NO

Community Plan	
Community Plan Name	Code
MID-CITY:EASTERN AREA	57

Program at 1-800-638-6620.



MAP SCALE 1" = 500'



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1902G

FIRM
FLOOD INSURANCE RATE MAP
SAN DIEGO COUNTY,
CALIFORNIA
AND INCORPORATED AREAS

PANEL 1902 OF 2375
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LEMON GROVE, CITY OF	060723	1902	G
SAN DIEGO COUNTY	060284	1902	G
SAN DIEGO, CITY OF	060295	1902	G

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
06073C1902G
MAP REVISED
MAY 16, 2012

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service

National Wetlands Inventory

Chollas Lake Park

Jan 26, 2015



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

Riparian

- Herbaceous
- Forested/Shrub

Riparian Status

- Digital Data

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:





THE CITY OF SAN DIEGO
General Plan

Conservation Element

Pacific Ocean

Figure CE-3

Coastal Zone Boundary

-  Coastal Zone Boundary
-  Area within Coastal Zone that are within the City of San Diego

0 1 2 4 6 Miles



Ocotillo-Coyote Wells Sole Source Aquifer Designated Area






Notes and Explanation:

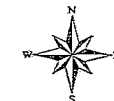
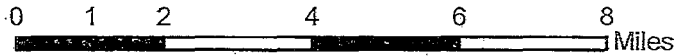
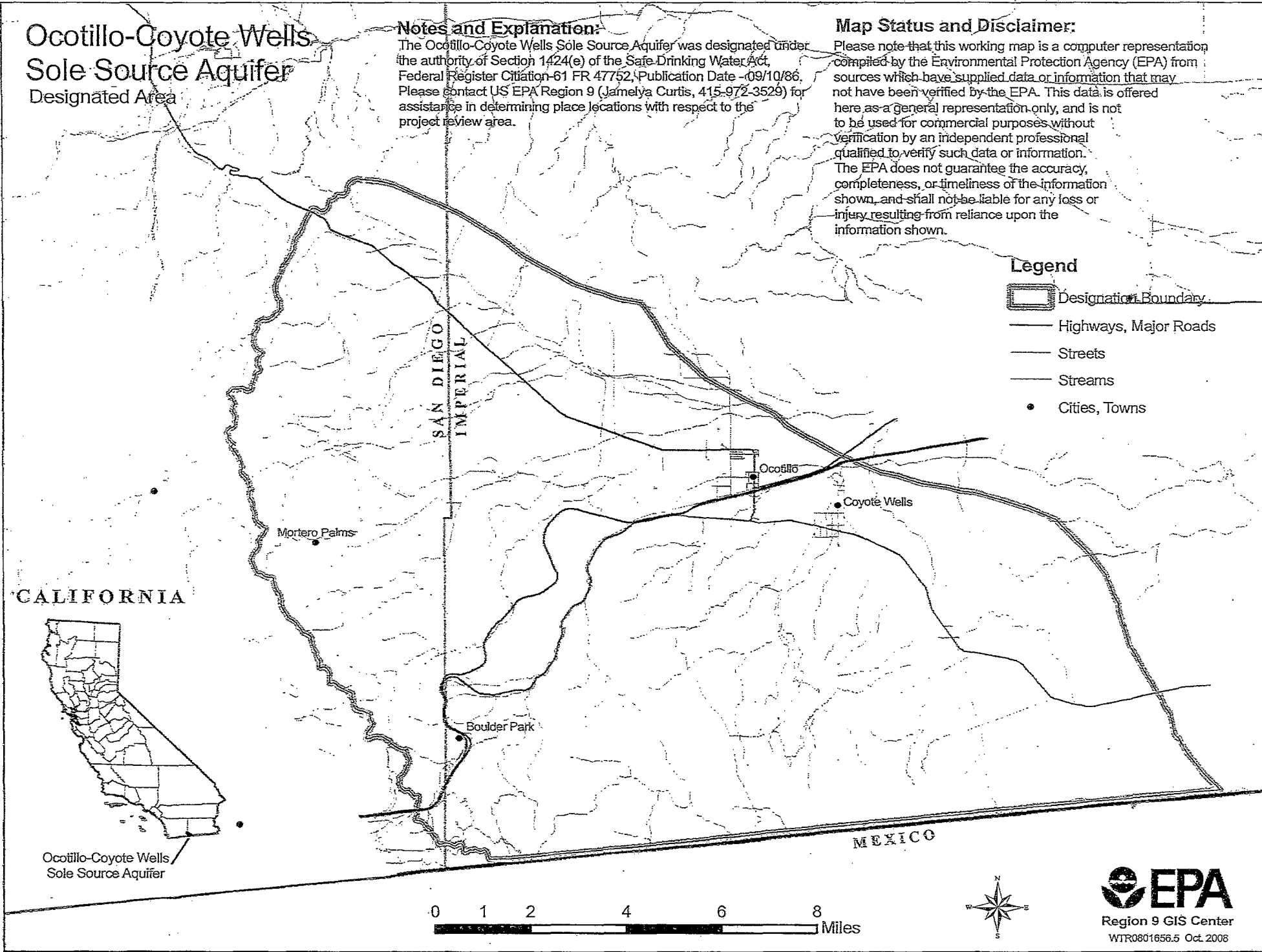
The Ocotillo-Coyote Wells Sole Source Aquifer was designated under the authority of Section 1424(e) of the Safe Drinking Water Act, Federal Register Citation 61 FR 47752, Publication Date 09/10/86. Please contact US EPA Region 9 (Jameyla Curtis, 415-972-3529) for assistance in determining place locations with respect to the project review area.

Map Status and Disclaimer:

Please note that this working map is a computer representation compiled by the Environmental Protection Agency (EPA) from sources which have supplied data or information that may not have been verified by the EPA. This data is offered here as a general representation only, and is not to be used for commercial purposes without verification by an independent professional qualified to verify such data or information. The EPA does not guarantee the accuracy, completeness, or timeliness of the information shown, and shall not be liable for any loss or injury resulting from reliance upon the information shown.

Legend

-  Designation Boundary
-  Highways, Major Roads
-  Streets
-  Streams
-  Cities, Towns



Campo-Cottonwood Sole Source Aquifer

Designated Area







Notes and Explanation:

The Campo-Cottonwood Sole Source Aquifer was designated under the authority of Section 1424(e) of the Safe Drinking Water Act, Federal Register Citation-49 FR 2948, Publication Date - 01/24/84. Please contact US EPA Region 9 (Jamelya Curtis, 415-972-3529) for assistance in determining place locations with respect to the project review area.

Map Status and Disclaimer:

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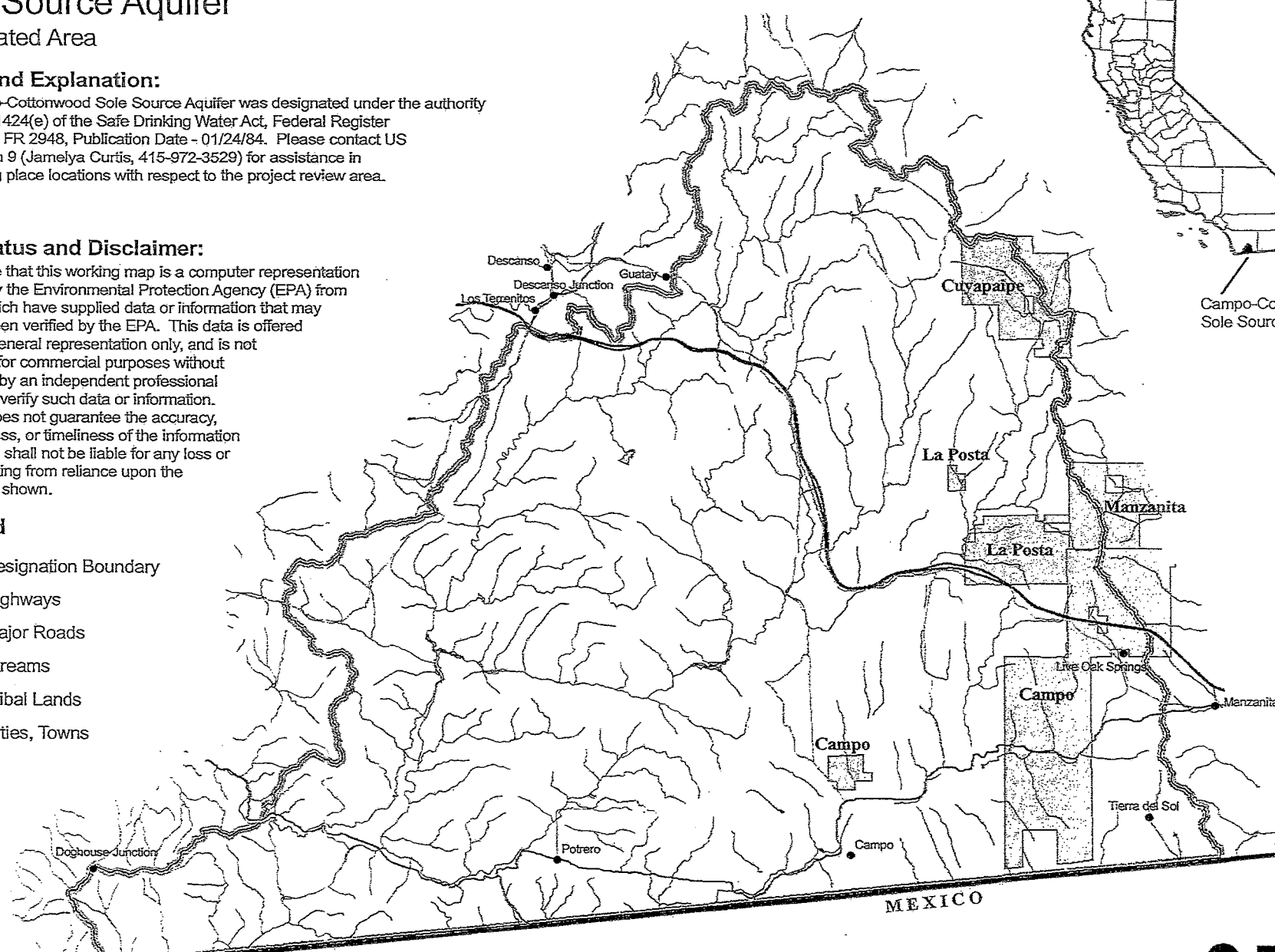
Legend

-  Designation Boundary
-  Highways
-  Major Roads
-  Streams
-  Tribal Lands
-  Cities, Towns

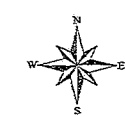
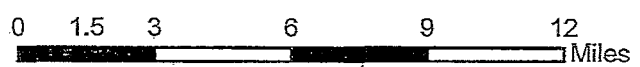
CALIFORNIA



Campo-Cottonwood
Sole Source Aquifer



MEXICO





THE CITY OF SAN DIEGO
General Plan

Conservation Element

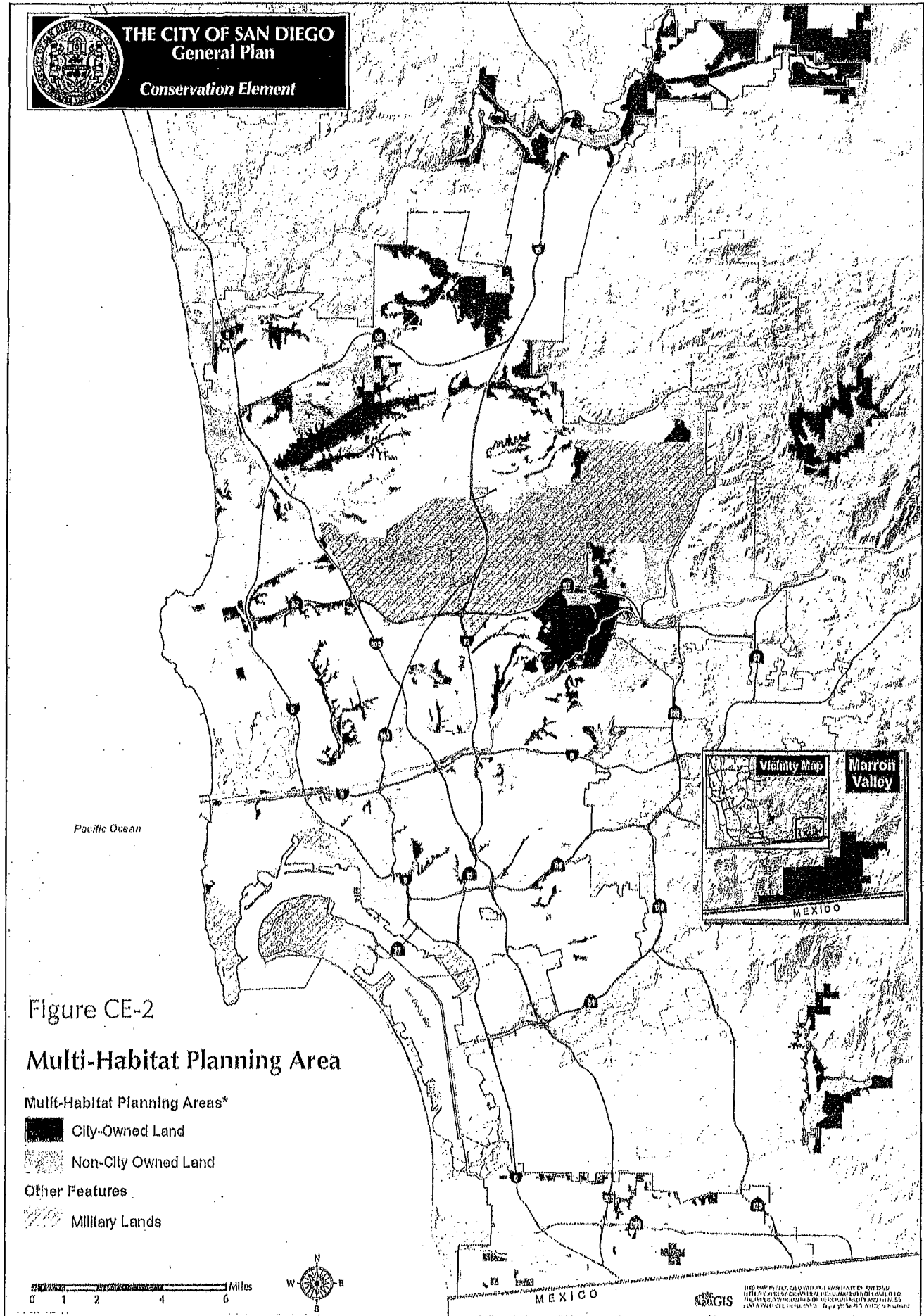




Figure CE-2

Multi-Habitat Planning Area

Multi-Habitat Planning Areas*

-  City-Owned Land
-  Non-City Owned Land

Other Features

-  Military Lands

0 1 2 4 6 Miles



MEXICO

GIS

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THE CITY OF SAN DIEGO General Plan

Program Environmental Impact Report

Pacific Ocean

Figure 3.1-1 Existing Agricultural Resources

- Agricultural Land Categories**
- Farmland of Local Importance
 - Prime Farmland
 - Farmland of Statewide Importance
 - Unique Farmland
- Williamson Act Lands 2004***
- Prime Agricultural Land
 - Non-Prime Agricultural Land
 - Agricultural Preserve

* There are no Williamson Act Lands within the City of San Diego.

Source: State of California Department of Conservation, Farmland Mapping and Monitoring Program, 1994-2004 and State of California Department of Conservation, California Williamson Act Lands 2004.



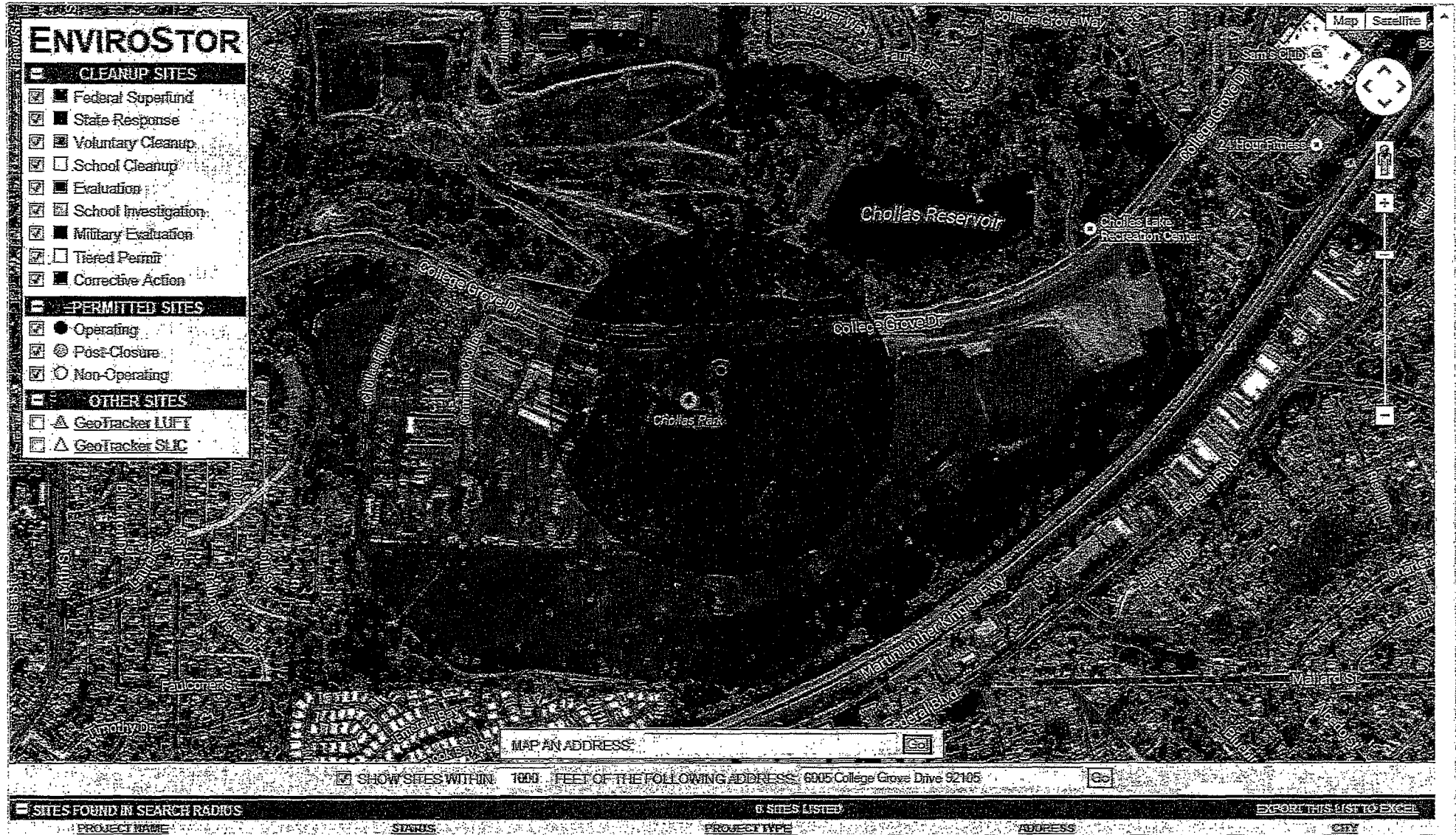
MEXICO

ESRI

Map Document: C:\GIS\Projects\General_Plan\EIR\MapDocs\Fig3.1-1 Existing Agricultural Resources.mxd
5/1/2007 - 12:02:19 PM

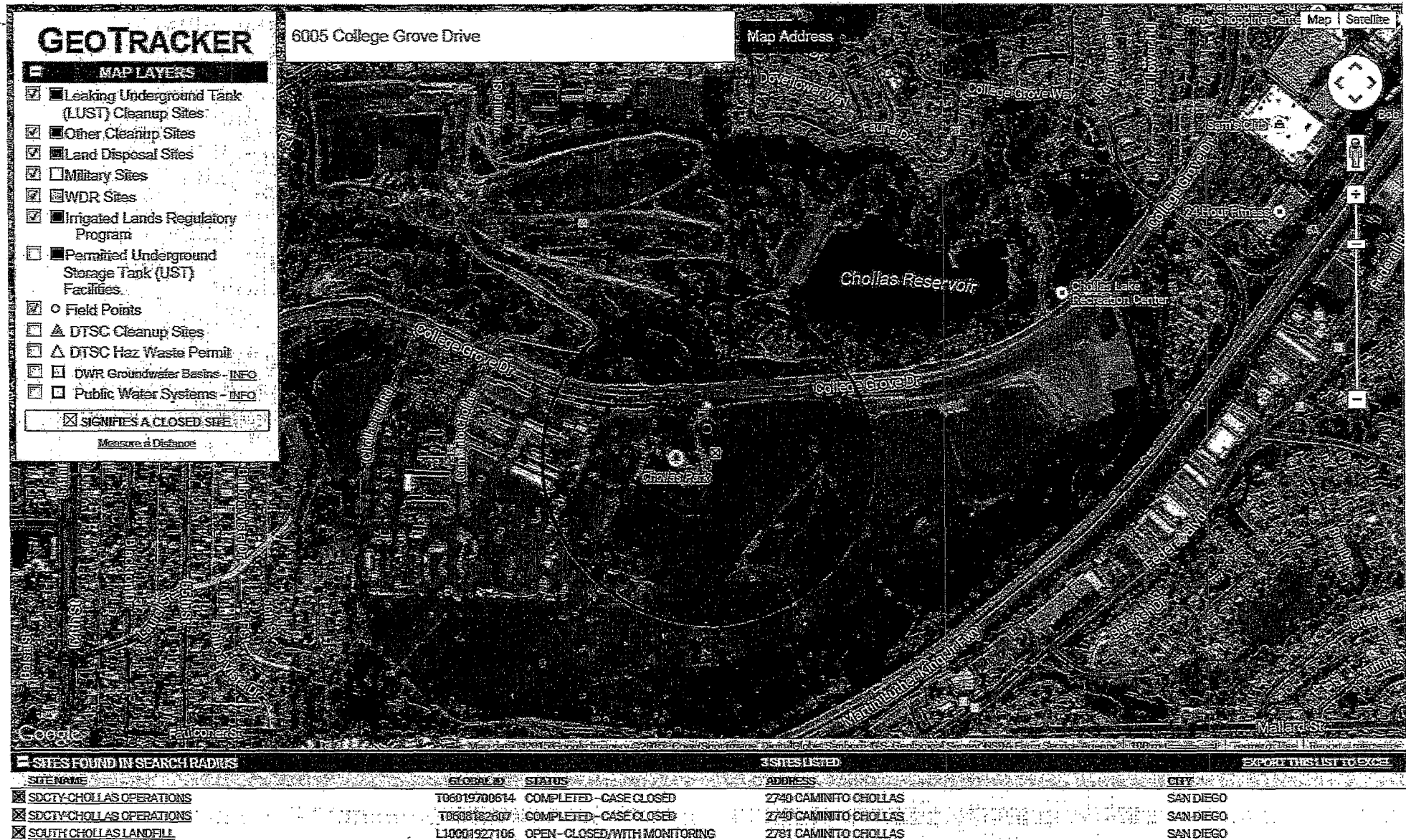
ENVIROSTOR MAP – 6005 College Grove Drive, San Diego, CA 92105

Chollas Lake Park Playground Improvements (Park and Recreation Department)



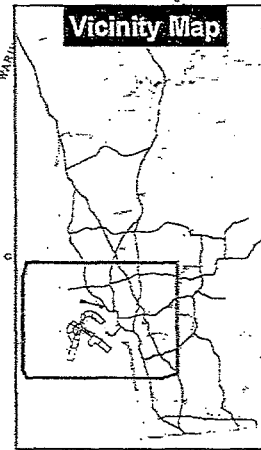
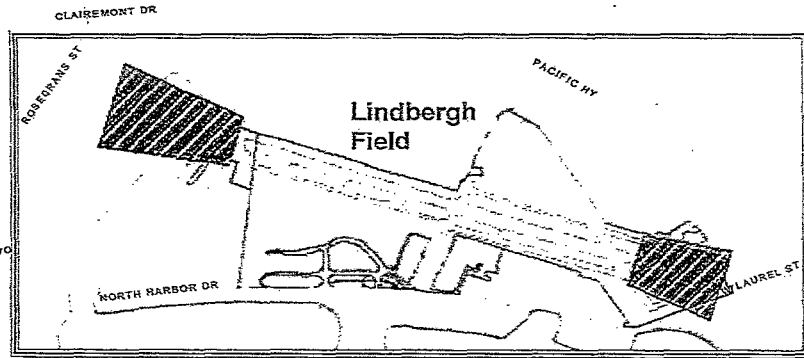
GEOTRACKER – 6005 College Grove Drive, San Diego, CA 92105

Chollas Lake Park Playground Improvements (Park and Recreation Department)





THE CITY OF SAN DIEGO
General Plan
Program Environmental
Impact Report



Pacific Ocean

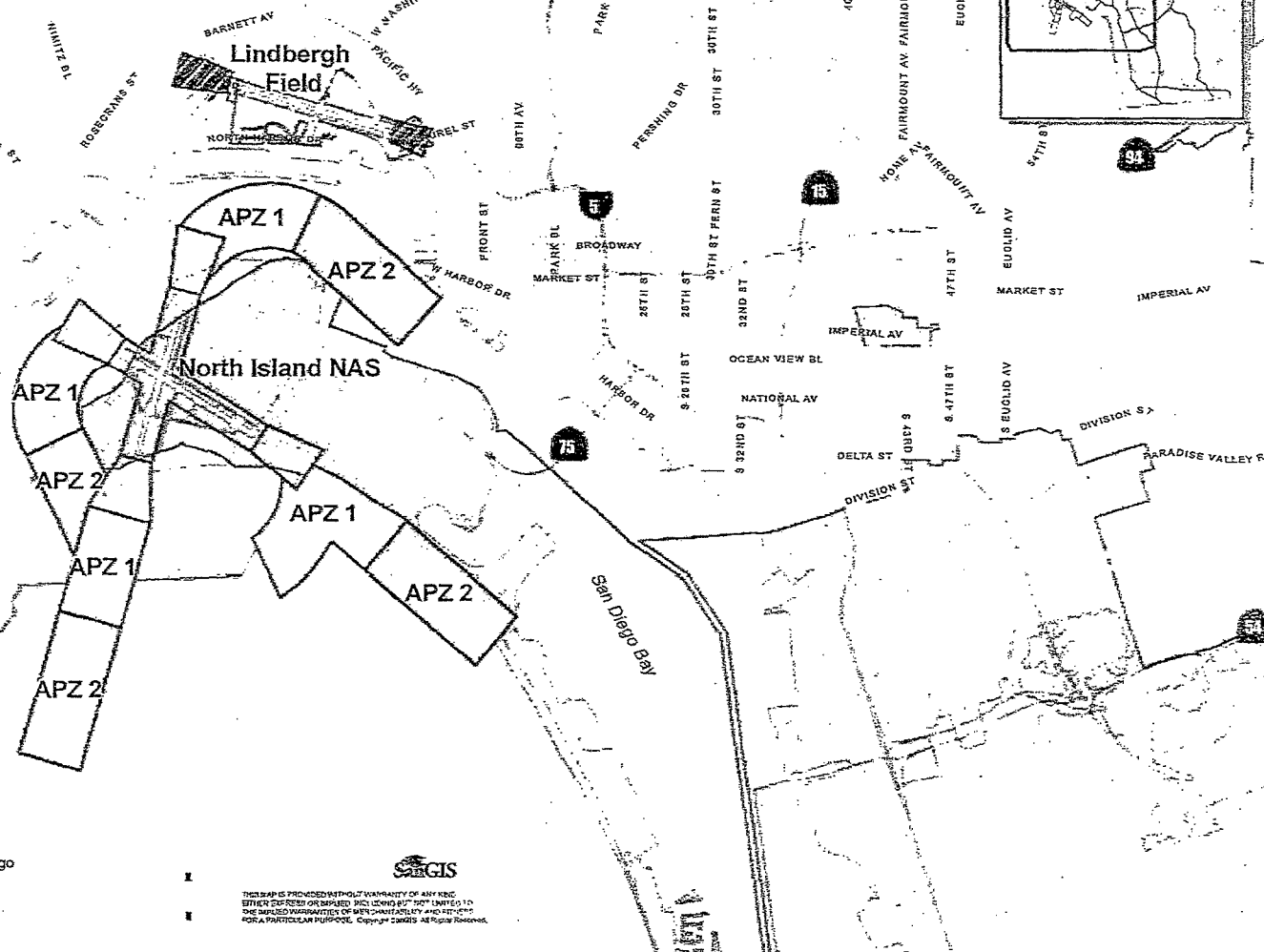


Figure 3.5-5
San Diego International
Airport-Lindbergh Field
and NAS North Island
Safety Areas

Safety Areas (Lindbergh Field)

- Runway Protection Zone
- Lindbergh Field Property Boundary

Accident Potential Zones (NAS North Island)

- APZ 1
- APZ 2

Source: Adopted 2004 Airport Land Use Compatibility Plan, San Diego County Regional Airport Authority.

Source: NAS North Island Air Installations Compatible Use Zones (January 1984)



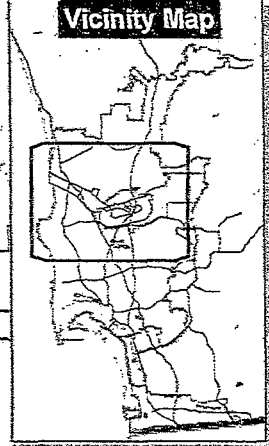
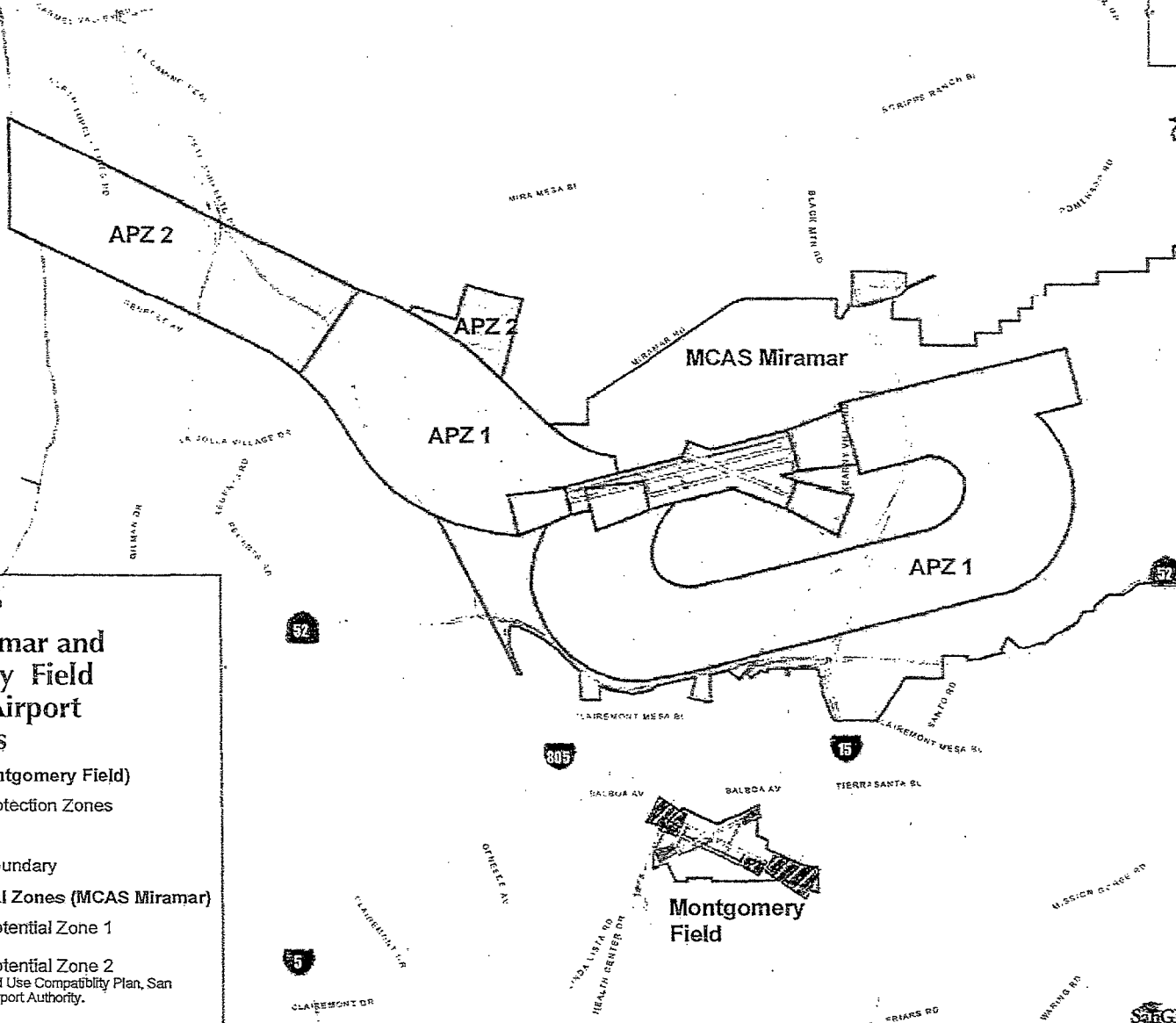
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**THE CITY OF SAN DIEGO
General Plan**

**Program Environmental
Impact Report**

Pacific
Ocean



**Figure 3.5-6
MCAS Miramar and
Montgomery Field
Municipal Airport
Safety Areas**

Safety Areas (Montgomery Field)

Runway Protection Zones

Airfields

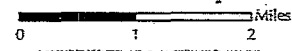
Property Boundary

Accident Potential Zones (MCAS Miramar)

Accident Potential Zone 1

Accident Potential Zone 2

Adopted 2004 Airport Land Use Compatibility Plan, San Diego County Regional Airport Authority.



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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 **Chollas Lake Playground ADA Improvements**; Bid No. **K-17-1583-DBB-3**; in the amount of **One Million Seven Hundred Twenty One Thousand Six Hundred Twenty Five Dollars and Ninety One Cents (\$1,721,625.91)**, which is comprised of the Base Bid plus Alternates 2-12.

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

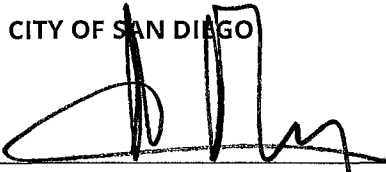
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Chollas Lake Playground ADA Improvements**, on file in the office of the Public Works Department as Document No. **S-14002**, 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 **Chollas Lake Playground ADA Improvement**, Bid Number **K-17-1583-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.


CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Albert P. Rechany
Deputy Director
Public Works Department

Print Name: Bonny Hsu
Deputy City Attorney

Date: 9/6/17

Date: 9/7/17

CONTRACTOR

By 

Print Name: Mark Atefi

Title: President

Date: 9/5/17

City of San Diego License No.: 2010000550

State Contractor's License No.: 858038

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003093

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California
County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

AFFIDAVIT OF DISPOSAL

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

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

Chollas Lake Playground ADA Improvements

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-17-1583-DBB-3**; SAP No. (WBS/IO/CC) **S-14002**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

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

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

ADDITIVE/DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR 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
Additive	Name: <u>Totlot Pro's</u> Address: <u>14688 El Molino St.</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92335</u> Phone: <u>909-350-9500</u> Email: <u>Jack@totlotpros.com</u>	C	967975	Rubber Rubber Surf. Play Equipment Install	\$16,300	N/A	N/A	
Additive	Name: <u>Gotham</u> Address: <u>PO Box 81903</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92138</u> Phone: <u>619-696-8841</u> Email: <u>service@GothamSurfacing.com</u>	C	818468	Rubber Surfacing	\$19,877	Hubzone	SBA	

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA
U.S. Small Business Administration	SBA		

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

ELECTRONICALLY SUBMITTED FORMS

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

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

- A. BID BOND - See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That 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

Chollas Lake Playground ADA Improvements; Invitation/Bid No. K-17-1583-DBB-3

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

SIGNED AND SEALED, this 1st day of June, 2017

Atlas Development Corporation (SEAL)
(Principal)

By: [Signature]
(Signature)

Great American Insurance Company (SEAL)
(Surety)

By: [Signature]
Tara Bacon, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

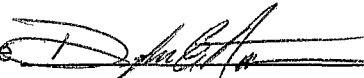
State of California
County of San Diego)

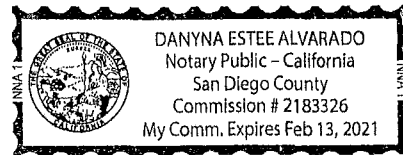
On June 01, 2017 before me, Danyna Estee Alvarado, Notary Public
(insert name and title of the officer)

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 FIVE

No. 0 14839

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 OF	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	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 23RD day of FEBRUARY, 2016
GREAT AMERICAN INSURANCE COMPANY



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 23RD day of FEBRUARY, 2016, 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 1st day of June, 2017



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 Name Title President

M Atefi Signature Date 6/6/17

USE ADDITIONAL FORMS AS NECESSARY

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

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

A. Conditions on use of funds

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

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

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

B. Certification and Disclosure

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

C. Certifications must be filed:

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

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

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

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

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

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

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

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

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

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. Initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. Initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ If known: Atlas Development Corporation 991C Lomas Santa Fe Drive #115 Solana Beach CA 92075 Congressional District, if known: 49th - CA			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: Department of Housing and Urban Development (HUD)			7. Federal Program Name/Description: CDBG		
8. Federal Action Number, if known: Not known			9. Award Amount, if known: \$ TBD		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, M) N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
(attach Continuation Sheet(s) SF-LLL4, if necessary)					
11. Amount of Payment (check all that apply) \$ 1000 0 <input type="checkbox"/> actual <input checked="" type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input checked="" type="checkbox"/> f. other: specify: N/A		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____ N/A					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: N/A					
(attach Continuation Sheet(s) SF-LLL4, if necessary)					
15. Continuation Sheet(s) SF-LLL4 attached:			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>M. Atafi</u> Print Name: <u>Mark Atafi</u> Title: <u>President</u> Telephone No.: <u>619-200-0903</u> Date: <u>6/6/17</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)		

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

City of San Diego

CITY CONTACT: Angelica Gil, Contract Specialist, Email: Angelicag@sandiego.gov
Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM "B"



FOR

CHOLLAS LAKE PLAYGROUND ADA IMPROVEMENTS

BID NO.: K-17-1583-DBB-3
SAP NO. (WBS/IO/CC): S-14002
CLIENT DEPARTMENT: 1714, 2100
COUNCIL DISTRICT: 4
PROJECT TYPE: GA
CDBG #: B-15-MC-06-0542

BID DUE DATE:

2:00 PM

JUNE 6, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

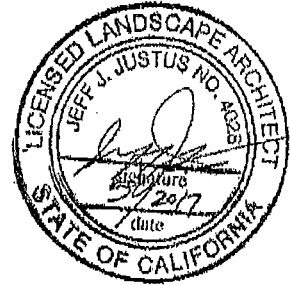
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Jeff Just 05.25.2017
1) Registered Engineer/Landscape Architect/Architect Date

Seal:



Samuel M 05.25.2017 Seal
2) For City Engineer Date

C73711

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Can the City make other plans available?

A1. Plans have been uploaded on the attached filecloud link:

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/perezml/Chollas%20Playground%20Link/Advertise%20-%20OUT>

Q2. Can the City provide the as-built plans for the project?

A2. The following link can be used to view or download the project "As-built" plans for the existing playground.

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/perezml/Chollas%20Playground%20Link/Advertise%20-%20OUT>

Q3. Do you have as-builts showing locations of irrigation lines?

A3. As-built plans have been loaded on the City's Filecloud website.

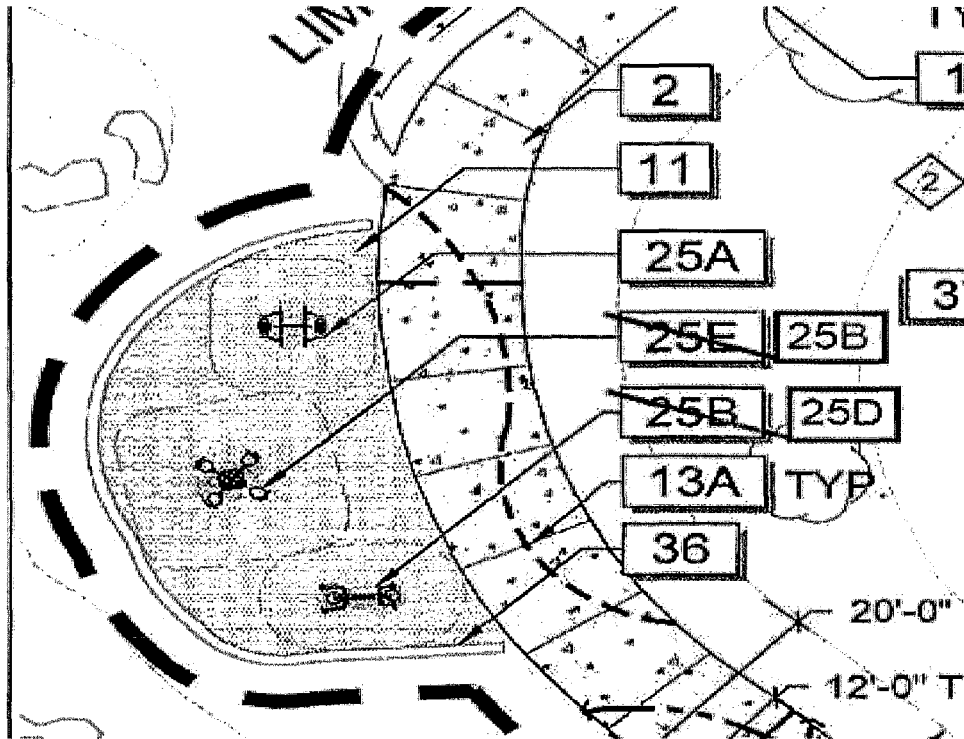
Q4. Can you provide specifications/direction on the tree trimming?

A4. Per Plans (Sheet D-1.0, Tree Protection note #16) Contractor to have a licensed arborist evaluate, prune, and trim existing trees to remain. (Part of note identifying 'according to specifications' can be disregarded).

Q5. Greenfields Outdoor Fitness does have a Rowing Machine model #GR2005-1-94 called out with Symbol 25F on LC-1.0. Please provide another model #.

A5. Use Model no. GR-2005-1-91 for the Rower. See additional clarifications below:

Updated callouts indicated below:



This callout for a second rowing machine can be removed from the plans.

~~25C ROWING MACHINE: MODEL# GR2005-1-91 BY GREENFIELDS **Not included** FITNESS OR APPROVED EQUAL. PHONE: (888) 315-9037. INSTALL PER MANUFACTURER'S SPECIFICATIONS.~~

See plan sheets 39280-15-D and 39280-16-D, pages 6 through 7 of this Addendum.

- Q6. Please provide specifications for painting the bridge.
- A6. Bridge shall be prepped and painted as identified on Plan Sheet LC-1.0, plan callout #33 and corresponding construction note #30 in addition to bridge detail #1, Sheet LC-2.4. Contractor shall use BEHR Premium Semi-Transparent Waterproofing Stain and Sealer or approved equal. Contractor to prepare wood surface and apply stain per manufacturers recommendations.
30. VISUAL MODIFICATION TO THE EXISTING BRIDGE STRUCTURE SHALL BE AS FOLLOWS:
- A. CONTRACTOR SHALL FULLY SANDBLAST, CLEAN, AND PREPARE BRIDGE FOR NEW RAILING AND PAINT PER LEGEND / DETAILS.
 - B. EXISTING DAMAGE TO THE BRIDGE SHALL BE PROPERLY SANDED, EASING SHARP EDGES OR REPLACED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE PREPARED BOAT SURFACE PRIOR TO ADDITION OF NEW RAILING AND PAINTING.
 - C. A NEW NATURAL COLOR BRIDGE STAIN SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT & RESIDENT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO STAINING. COLOR TO BE SEMI-TRANSPARENT TAN/BROWN COLOR. APPROVAL OF COLOR SAMPLES SUPPLIED BY THE CONTRACTOR BY RESIDENT ENGINEER / LANDSCAPE ARCHITECT IS REQUIRED PRIOR TO APPLICATION.
 - D. CONTRACTOR SHALL PRIME AND STAIN BRIDGE (MINIMUM (2) COATS EACH) WITH APPROVED WOOD STAIN.
 - E. CONTRACTOR TO PROVIDE ADEQUATE CURE TIME OF STAINED COMPONENTS IN PREPARATION FOR FINAL ANTI-GRAFFITI COATING TO BE APPLIED - SEE NOTE 11.
- Q7. Can you provide the soils report referred to on Sheet LC-2.5, Keynote 10 on Details 3 and 4.
- A7. Contractor shall compact subgrade to 90% relative density for all construction details indicated on sheets LC-2.0 - LC-2.6. The reference to a geotechnical or soils report is to be omitted from all details and notes.

C. ADDENDUM

- 1. To Addendum A, **DELETE** in its entirety and **SUBSTITUTE** with Addendum B.

D. CLARIFICATION

- 1. Filecloud website will replace FTP website.

E. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Attachment E, Supplementary Special Provisions, Section 2, Scope and Control of Work, pages 76 through 78, Subsections 2-9.2, Survey Service; 2-9.2.1, Survey Files; 2-9.2.2, Submittal; and 2-9.2.3, Payment, **DELETE** in their entirety.

F. PLANS

1. To Drawing numbers **39280-15-D** (LC-1.0) and **39280-16-D** (LC-1.1), **DELETE** in their entirety and **REPLACE** with pages 7 through 8 of this Addendum.

G. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

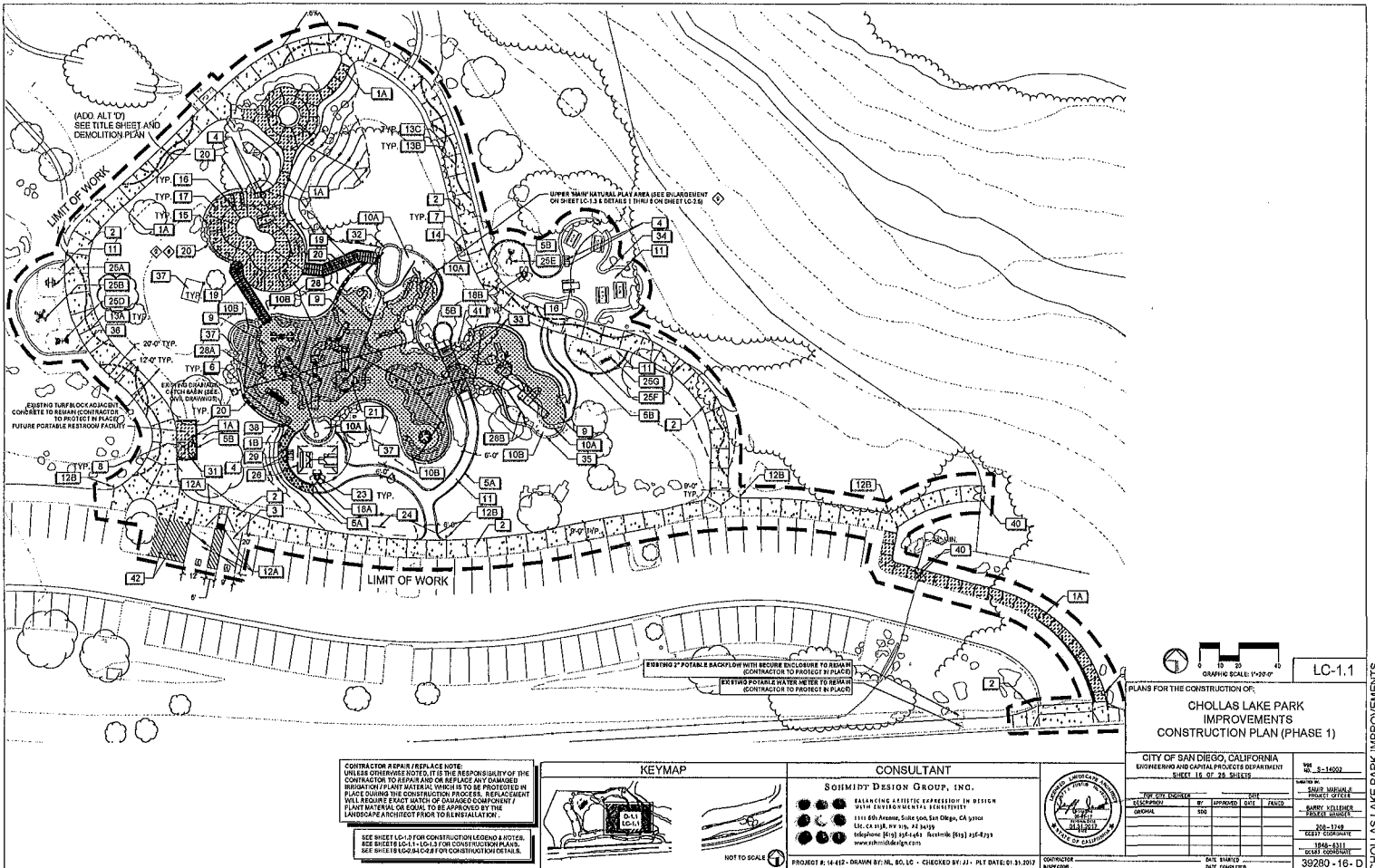
Section	Item Code	Description	UoM	Quantity	Payment Reference	UnitPrice
Main Bid	541370	Survey Services	LS	1	2-4.1	
Main Bid		Field Orders (EOC Type II)	AL	1	9-3.5	<u>99086.91</u>

James Nagelvoort, Director
Public Works Department

Dated: *May 25, 2017*
San Diego, California

JN/JB/egz

CONSTRUCTION NOTES	REFERENCE NOTES SCHEDULE	SYMBOL	DESCRIPTION	DETAIL	SYMBOL	DESCRIPTION	DETAIL
1. UNLESS SPECIFIED OTHERWISE, LANDSCAPE CONSTRUCTION AND LAYOUT WORK INCLUDES, BUT IS NOT LIMITED TO THE LOCATION, PLACEMENT AND DETAILS OF THE PAVING, RESIDENT SURFACING, SITE FURNISHING, PLAY SAND AND PLAY STRUCTURES.							
2. DIMENSIONS INDICATED ON PLANS SHALL PRELUD OVER PLAN SCALE. DIMENSIONS ARE TO FACE OF, AND PERPENDICULAR FACE OF WALL UNLESS SHOWN OTHERWISE. ALL HOLES AND CONNECTIONS ARE FOR DEVICES UNLESS NOTED OTHERWISE. UNLESS NOTED OTHERWISE, UNLESS NOTED OTHERWISE ARE TO BE ADJUSTED TO FACE OF ADJACENT UNLESS NOTED OTHERWISE.							
3. ALL CONCRETE JOINTS AND DIMENSIONS ARE TAKEN FROM THE BACK OF CURB UNLESS OTHERWISE NOTED.							
4. EXPANSION JOINTS SHALL BE AS LOCATED ON THE PLAN AND WHERE CONCRETE MEETS EXISTING WALLS, RAILINGS, OR OTHER STRUCTURES. EXPANSION JOINTS SHALL BE SEALED TO PREVENT WEATHER SEepage AFTER CURED. EXPANSION JOINTS SHALL BE FINISHED TO MATCH THE FINISH OF ADJACENT SURFACES. CONTRACTOR TO PROVIDE ADEQUATE SEALANT FOR EXPANSION JOINTS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. COLOR TO MATCH ADJACENT CONCRETE COLOR UNLESS OTHERWISE NOTED.							
5. FIBER EXPANSION JOINTS SHALL BE AS LOCATED ON PLANS AND WHERE NEW CONCRETE EXPANSION JOINTS MEET EXISTING WALL SURFACES SUCH AS EXISTING CONCRETE WALLS. ALL FIBER EXPANSION JOINTS SHALL BE SEALED.							
6. CONTRACT SHALL PROVIDE WEARER PLAN CONNECTIONS AND CONNECTION JOINTS IN ACCORDANCE WITH SECTION 304.4 OF GREENBOOK STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.							
7. ALL CONCRETE SHALL BE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS FOR SIDEWALKS. FINISH SHALL BE AS NOTED ON PLANS.							
8. CONCRETE PAVING SHALL HAVE FINISHED GRADE SMOOTHED TO BE FINISHED TO FINISH OF ADJACENT WATER. ALL FINISH SURFACES SHALL MAINTAIN A MINIMUM 1% SLOPE AWAY FROM BUILDINGS AND WALLS INTO GARAGE STRUCTURES OR TO STREET. CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER OF ANY CONFLICTS MAINTAINING DRAINAGE.							
9. SCORE JOINTS SHALL BE AS SHOWN ON THE PLAN OR SET ON TYPICAL CENTER SPACING.							
10. LAWNY POINTS OF ALL RAMP SHALL BE CONNECTED BY SMOOTH EVEN LINES TO CREATE THE CURVED CONNECTION OR AS SHOWN ON THE PLAN.							
11. ALL CONCRETE/ BLOCK SURFACES AND MANUFACTURED ELEMENTS UNLESS NOTED OTHERWISE, SHALL RECEIVE CHEMICAL RESISTANT FINISHES TO THE ENTIRE EXPOSED SURFACE OF THE EXPOSURE. FINISHES MUST BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED. CONTRACTOR SHALL PROVIDE ADEQUATE SEALANT FOR EXPANSION JOINTS APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. COLOR TO MATCH ADJACENT CONCRETE COLOR UNLESS OTHERWISE NOTED.							
12. NO PROVISIONS FOR FINISH SHALL BE MADE WITHOUT APPROVAL OF THE RESIDENT ENGINEER.							
13. ANY ADDITIONAL WORK THAT IS REQUIRED WITHIN CONCRETE CONSTRUCTION PRACTICES SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER PRIOR TO COMMENCING WITH CONSTRUCTION.							
14. CONTRACTOR SHALL VERIFY SITE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.							
15. CONTRACTOR SHALL REPAIR AND/ OR REPLACE ALL EXISTING UTILITIES NECESSARY TO PROVIDE ELECTRICAL CONNECTIONS TO POWER IRRIGATION, LIGHTING, ETC.							
16. CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL SITE UTILITIES PRIOR TO CONSTRUCTION. NOTIFY RESIDENT ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.							
17. CONTRACTOR SHALL SECURE ALL PERMITS AND PAY ALL APPLICABLE FEES TO CONTRACT THE PLANS HEREIN.							
18. THE CONTRACTOR SHALL HAVE RESIDENT ENGINEER VERIFY ALL CONSTRUCTION STAKING LOCATIONS PRIOR TO INSTALLATION OF CONCRETE PAVING.							
19. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING AND RE-STAKING REQUIRED TO COMPLETE THE PROJECT.							
20. ALL HANDLING SUCH AS UNLOADS, BOLTS, FASTENERS, ETC. SHALL BE DUMPED DOWNDOWN UNLESS OTHERWISE NOTED.							
21. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS AS NECESSARY.							
22. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR RESIDENT ENGINEER REVIEW AND APPROVAL FOR DETAILS AS NOTED ON THE PLANS AND SPECIFICATIONS.							
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ONLY CLEANUP OF THE SITE AND PROVIDING ADEQUATE SAFETY MEASURES DURING CONSTRUCTION ON ALL AREAS.							
24. ANY CREDITS AND/OR DEBITS SHALL BE REPORTED TO RESIDENT ENGINEER AT TIME OF OCCURRENCE FOR PROPER VERIFY CREDIT AND/OR APPROVAL PRIOR TO COMMENCEMENT OF RESOLUTION.							
25. CONTRACTOR SHALL PROVIDE A 1 HOUR NUMBER NUMBER AVAILABLE IN CASE OF EMERGENCY.							
26. UPON AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY SPECIFIED MATERIALS PROVIDERS OF PROJECT AND REQUIRED QUANTITIES.							
27. SAND FOR PLAY AREA SHALL MEET THE FOLLOWING CRITERIA: A. AT INSTALLATION, THE SAND SHALL BE FULLY SETTLED AND COMPACTED TO THE PROPOSED FINISHED SURFACE. B. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. C. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. D. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. E. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. F. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. G. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. H. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. I. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. J. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. K. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. L. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. M. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. N. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. O. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. P. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. Q. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. R. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. S. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. T. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. U. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. V. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. W. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. X. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. Y. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS. Z. SAND SHALL BE FREE OF DEBRIS AND OTHER FOREIGN MATERIALS.							
28. REMOVE, REPLACEMENT, A VISUAL MODIFICATION TO THE EXISTING BOAT PLAY FEATURE SHALL BE AS FOLLOWS: A. REMOVE EXISTING BOAT PLAY FEATURE. REMOVE EXISTING BOAT PLAY FEATURE. REMOVE EXISTING BOAT PLAY FEATURE. B. EXISTING DAMAGE TO BOAT SHALL BE PROPERLY REPAIRED AND SMOOTHED TO MATCH EXISTING SURFACE. REPAIR PRICE TO BE DETERMINED BY LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO PAINTING. C. A NEW COLOR BOAT PAINT SAMPLE WITH COLOR SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT AND RESIDENT ENGINEER FOR APPROVAL PRIOR TO PAINTING. SEE ALSO SPECIFICATIONS. D. CONTRACTOR SHALL PRIME AND PAINT BOAT SURFACES TO MATCH EXISTING CONCRETE IN ADJACENT PLANS. E. CONTRACTOR TO COORDINATE WITH DRAINAGE ART STONE OR EQUAL FOR PAINT TO MATCH TYPE USED FOR TURTLES. F. CONTRACTOR TO PROVIDE ADEQUATE CURB TIME OF PAINTED COMPONENTS IN PREPARATION FOR FINAL ART. GRAPHIC COATING TO BE APPLIED - SEE NOTE 11.							
29. CONTRACTOR TO SUBMIT A TURTLE COLORED PAINT SAMPLE FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND RESIDENT ENGINEER PRIOR TO PAINTING AND PAINTING. PAINT SAMPLES TO BE COORDINATED WITH FINAL FINISH AND COLOR SAMPLES FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND RESIDENT ENGINEER PRIOR TO PAINTING. SEE ALSO SPECIFICATIONS.							
30. CONTRACTOR TO PROVIDE ADEQUATE CURB TIME OF PAINTED COMPONENTS IN PREPARATION FOR FINAL ART. GRAPHIC COATING TO BE APPLIED - SEE NOTE 11.							
31. VISUAL MODIFICATION TO THE EXISTING BOAT PLAY FEATURE SHALL BE AS FOLLOWS: A. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. B. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. C. A VISUAL MODIFICATION TO THE EXISTING BOAT PLAY FEATURE SHALL BE AS FOLLOWS: D. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. E. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. F. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. G. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. H. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. I. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. J. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. K. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. L. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. M. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. N. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. O. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. P. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. Q. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. R. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. S. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. T. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. U. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. V. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. W. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. X. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS. Y. EXISTING DAMAGE TO THE BOAT SHALL BE PROPERLY REPAIRED. DAMAGED SHARP EDGES OR REFLECTED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE REPAIRED BOAT SURFACE PRIOR TO ADDITION OF FINISHES AND PAINTING. Z. CONTRACTOR SHALL FULLY INSPECT, CLEAN AND PREPARE BOAT FOR REFINISH AND PAINT PER LEGEND/ DETAILS.							



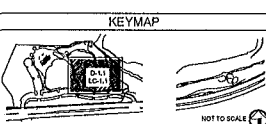
GRAPHIC SCALE: 1"=20'-0"
 LC-1.1

PLANS FOR THE CONSTRUCTION OF:
CHOLLAS LAKE PARK IMPROVEMENTS
CONSTRUCTION PLAN (PHASE 1)

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 16 OF 25 SHEETS		NO. 3-1002
THE CITY ENGINEER DATE BY CHECKED APPROVED DATE		SAUNDY WARDEN PROJECT MANAGER JAMES WILSON PROJECT ENGINEER 1988-12-18 39280-16-D 39280-16-D

CONTRACTOR RESPONSIBILITY NOTE:
 UNLESS OTHERWISE NOTED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE ANY DAMAGED IRRIGATION OR PLANT MATERIAL WHICH IS TO BE PROTECTED IN PLACE DURING THE CONSTRUCTION PROCESS. REPLACEMENT WILL REQUIRE EXACT MATCH OF DAMAGED COMPONENT. PLANT MATERIAL OR EQUAL TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO REINSTALLATION.

SEE SHEET LC-1 FOR CONSTRUCTION LEGEND & SYMBOLS.
 SEE SHEETS LC-1.1 - LC-1.15 FOR CONSTRUCTION PLANS.
 SEE SHEET LC-2.5 FOR CONSTRUCTION DETAILS.



CONSULTANT
SOHMIDT DESIGN GROUP, INC.
 BALANCING AESTHETIC REPRESENTATION IN DESIGN WITH ENVIRONMENTAL SENSITIVITY
 1111 6th Avenue, Suite 300, San Diego, CA 92101
 Tel: (619) 594-2222, Fax: (619) 594-2222
 www.sohmidt.com



City of San Diego

CITY CONTACT: Angelica Gil, Contract Specialist, Email: Angelicag@sandiego.gov

Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM "A"

 e - Bidding



FOR

CHOLLAS LAKE PLAYGROUND ADA IMPROVEMENTS

BID NO.:	<u>K-17-1583-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-14002</u>
CLIENT DEPARTMENT:	<u>1714, 2100</u>
COUNCIL DISTRICT:	<u>4</u>
PROJECT TYPE:	<u>GA</u>
CDBG #:	<u>B-15-MC-06-0542</u>

BID DUE DATE:

2:00 PM

JUNE 6, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C


SAN DIEGO, CA 92101

ENGINEER OF WORK

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

 05/16/2017 Seal:
1) Registered Engineer/Landscape Architect/Architect Date



 5/16/17 Seal C 78711
2) For City Engineer Date

A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

Q1. Can the City make other plans available?

A1. Plans have been uploaded on the attached filecloud link:

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/perezml/Chollas%20Playground%20Link/Advertise%20-%20OUT>

Q2. Can the City provide the as-built plans for the project?

A2. The following link can be used to view or download the project "As-built" plans for the existing playground.

<https://filecloud.sandiego.gov/ui/core/index.html?mode=public#expl-tabl./SHARED/perezml/Chollas%20Playground%20Link/Advertise%20-%20OUT>

Q3. Do you have as-builts showing locations of irrigation lines?

A3. As-built plans have been loaded on the City's Filecloud website.

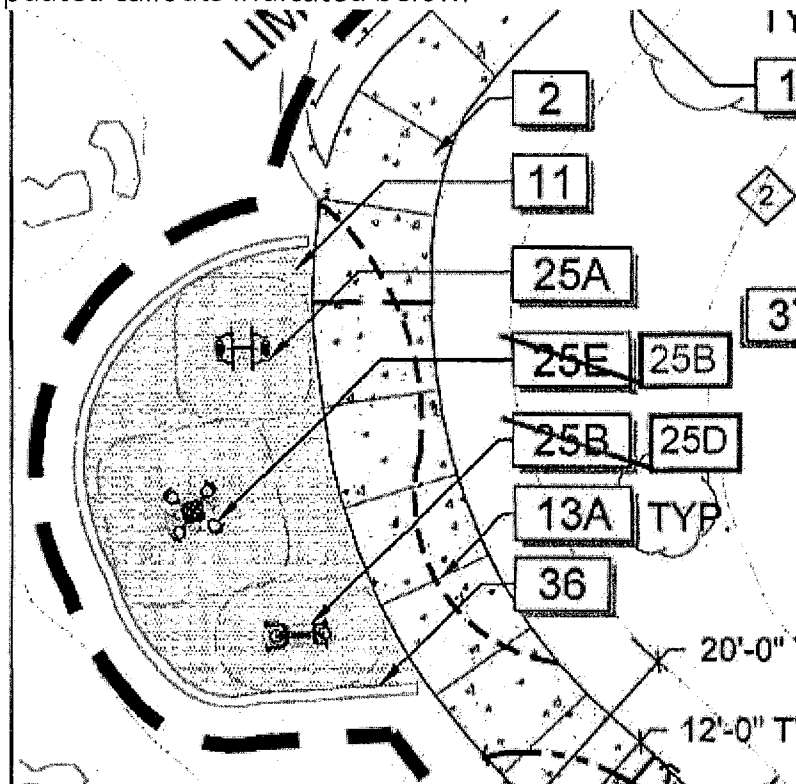
Q4. Can you provide specifications/direction on the tree trimming?

A4. Per Plans (Sheet D-1.0, Tree Protection note #16) Contractor to have a licensed arborist evaluate, prune, and trim existing trees to remain. (Part of note identifying 'according to specifications' can be disregarded).

Q5. Greenfields Outdoor Fitness does have a Rowing Machine model #GR2005-1-94 called out with Symbol 25F on LC-1.0. Please provide another model #.

A5. Use Model no. GR-2005-1-91 for the Rower. See additional clarifications below:

Updated callouts indicated below:



This callout for a second rowing machine can be removed from the plans.

~~25C ROWING MACHINE: MODEL# GR2005-1-91 BY GREENFIELDS FITNESS OR APPROVED EQUAL. PHONE: (888) 315-9037. INSTALL PER MANUFACTURER'S SPECIFICATIONS.~~

Q6. Please provide specifications for painting the bridge.

A6. Bridge shall be prepped and painted as identified on Plan Sheet LC-1.0, plan callout #33 and corresponding construction note #30 in addition to bridge detail #1, Sheet LC-2.4. Contractor shall use BEHR Premium Semi-Transparent Waterproofing Stain and Sealer or approved equal. Contractor to prepare wood surface and apply stain per manufacturers recommendations.

30. VISUAL MODIFICATION TO THE EXISTING BRIDGE STRUCTURE SHALL BE AS FOLLOWS:
- A. CONTRACTOR SHALL FULLY SANDBLAST, CLEAN, AND PREPARE BRIDGE FOR NEW RAILING AND PAINT PER LEGEND / DETAILS.
 - B. EXISTING DAMAGE TO THE BRIDGE SHALL BE PROPERLY SANDED, EASING SHARP EDGES OR REPLACED AT THE RESIDENT ENGINEER'S DISCRETION. LANDSCAPE ARCHITECT TO VISUALLY INSPECT AND APPROVE PREPARED BOAT SURFACE PRIOR TO ADDITION OF NEW RAILING AND PAINTING.
 - C. A NEW NATURAL COLOR BRIDGE STAIN SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT & RESIDENT ENGINEER FOR REVIEW AND APPROVAL PRIOR TO STAINING. COLOR TO BE SEMI-TRANSPARENT TAN/BROWN COLOR. APPROVAL OF COLOR SAMPLES SUPPLIED BY THE CONTRACTOR BY RESIDENT ENGINEER / LANDSCAPE ARCHITECT IS REQUIRED PRIOR TO APPLICATION.
 - D. CONTRACTOR SHALL PRIME AND STAIN BRIDGE (MINIMUM (2) COATS EACH) WITH APPROVED WOOD STAIN.
 - E. CONTRACTOR TO PROVIDE ADEQUATE CURE TIME OF STAINED COMPONENTS IN PREPARATION FOR FINAL ANTI GRAFFITI COATING TO BE APPLIED - SEE NOTE 11.

C. CLARIFICATIONS

- 1. Filecloud directory will replace FTP directory.

D. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Attachment E, Supplementary Special Provisions, Section 2, Scope and Control of Work, pages 76 through 78, Subsections 2-9.2, Survey Service; 2-9.2.1, Survey Files; 2-9.2.2, Submittal; and 2-9.2.3, Payment, **DELETE** in their entirety.

E. ADDITIONAL CHANGES

- 1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been Underlined and **DELETIONS**, if any, have been ~~Stricken-out~~.

Section	Item Code	Description	UoM	Quantity	Payment Reference	UnitPrice
Main Bid		Field Orders (EOC Type I)	AL	1	9-3.5	<u>99086.91</u>
Main Bid	541370	Survey Services	LS	1	2-4.1	

James Nagelvoort, Director
Public Works Department

Dated: *May 17, 2017*
San Diego, California

JN/JB/egz

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 PQUAL,Local
License # 858038
CADIR

Bid Detail

Bid Format Electronic
Submitted June 6, 2017 1:57:31 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 107635
Ranking 0

Respondee Comment

DIR # 1000003093
 License # 858038
 A, B License Classifications

Buyer Comment

Attachments

File Title	File Name	File Type
Atlas - Certification of Pending Actions	Atlas - Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Atlas - Disclosure of Lobbying Activities	Atlas - Disclosure of Lobbying Activities.pdf	LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE
Atlas - Additive Subcontractors List	Atlas - Additive Subcontractors List.pdf	ADDITIVE/DEDUCTIVE ALTERNATE FORM
Atlas - Bid Bond	Atlas - Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$32,754.09	\$32,754.09	
2	Inspection Paid For By the Contractor (EOC Type I)					
	237990	AL	1	\$10,000.00	\$10,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
3	Building Permits (EOC Type I)					
	236220	AL	1	\$5,000.00	\$5,000.00	
4	SWPPP Development					
	541330	LS	1	\$12,790.23	\$12,790.23	
5	SWPPP Implementation					
	237990	LS	1	\$12,790.23	\$12,790.23	
6	SWPPP Permit Fee (EOC Type I)					
	541330	LS	1	\$1,279.02	\$1,279.02	
7	Demolition of Playground and Construction of New Playground with ADA Compliant Features, Including but Not Limited to: Path of Travel, Parking Area, Walkways, Play Structures and Features, Refinish Existing Boat Structure, Add Rubber and Fibar Surfacing, Exercise Equipment, Picnic Tables, BBQ, Water Fountains, Drainage System Per Plans.					
	237990	LS	1	\$1,320,505.50	\$1,320,505.50	
8	Field Orders (EOC Type II)					
		AL	1	\$99,086.91	\$99,086.91	
				Subtotal	\$1,494,205.98	
	Alternate Items					
9	Add. Alt. 1 - Lower Play Area Construction					
	237990	LS	1	\$255,218.85	\$255,218.85	
10	Add. Alt. 2 - Remove and Replace Cobble Wall					
	237990	LS	1	\$24,000.00	\$24,000.00	
11	Add. Alt. 3 - Provide 14' x 20' Picnic Shade Structure					
	237990	LS	1	\$38,988.25	\$38,988.25	
12	Add. Alt. 4 - Replace BBQ Units					
	237990	LS	1	\$2,500.00	\$2,500.00	
13	Add. Alt. 5 - Provide Interpretative Signage					
	237990	LS	1	\$23,350.00	\$23,350.00	
14	Add. Alt. 6 - Provide Animal Tracks In Concrete					
	237990	LS	1	\$5,000.00	\$5,000.00	
15	Add. Alt. 7 - Provide "Wee Saw" Play Component					
	237990	LS	1	\$12,608.00	\$12,608.00	
16	Add. Alt. 8 - Provide "Odie Swing" Play Component					
	237990	LS	1	\$8,126.00	\$8,126.00	
17	Add. Alt. 9 - Provide Natural Play Logs @ Gloria's Mesa					
	237990	LS	1	\$50,000.00	\$50,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
18	Add.Alt. 10 - Provide Fitness Equipment					
	237990	LS	1	\$38,777.68	\$38,777.68	
19	Add.Alt. 11 - Provide "Omni Spinner" Play Component					
	237990	LS	1	\$10,420.00	\$10,420.00	
20	Add.Alt. 12 - Provide "Roller Table" Play Component					
	237990	LS	1	\$13,650.00	\$13,650.00	
Subtotal					\$482,638.78	
Total					\$1,976,844.76	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Tot Lot Pros 14688 El Molino St. Fontana, CA 92335 United States	Playground Equipment Installation	967975	1000002374	\$32,000.00	
Gotham Poured Rubber Corporation 1749 Julian San Diego, CA 92113 United States	Rubberized Surfacing	818468	100012699	\$63,523.00	ELBE,HUBZ,CADIR, WOSB