

APR CONSTRUCTION INC.
Mr. Eric Scarbrough, President
3916 Murray Hill Rd.
La Mesa, CA 91941
P: (619) 247-7327 F: (619) 464-3835

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Eleida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov
Phone No. (619) 533-3449, Fax No. (619) 533-3633
ACorsiMorgan/RTaleghani/Lad

CONTRACT DOCUMENTS

ORIGINAL



FOR

CENTRAL AVE. MINI PARK PHASE II SKATE PLAZA

VOLUME 1 OF 2

BID NO.: _____ L-14-1221-DBB-2
SAP NO. (WBS/IO/CC): _____ S-14010
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 9
PROJECT TYPE: _____ BE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL

BID DUE DATE:

1:30 PM

JULY 23, 2014

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTING GROUP

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

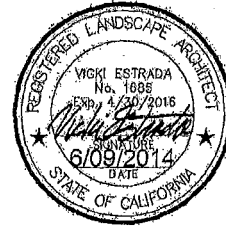
ENGINEER OF WORK

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

Vicki Estrada
1) Registered Engineer/Architect

6/09/2014
Date

Seal:



Sam M
2) For City Engineer

6/10/14
Date

Seal

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List in accordance with the designation stated on the cover page hereof. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Central Ave. Mini Park Phase II Skate Plaza** (Project).
3. **SUMMARY OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
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. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 39.1%.
 - 5.3. For additional Equal Opportunity Contracting Program requirements, see Attachment C.
6. **PRE-BID MEETING:**
 - 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14th Floor, San Diego, CA 92101 at **10:00 A.M., on July 2, 2014.**
 - 6.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend. Bid will be declared non-responsive if the Bidder**

fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

- 6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 7.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with the City's web-based contract compliance website, Prism®, located here:

<https://pro.prismcompliance.com/default.aspx>.

- 7.2. 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.

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

9. **PREVAILING WAGE RATES:** Prevailing wage rates apply to this contract.

9.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

9.1.1. In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.

9.1.2. Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

9.1.3. The wage rates determined by the Director of Industrial Relations and

published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said 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 Department of Industrial Relations, 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.

- 9.1.4. The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

10. INSURANCE REQUIREMENTS:

- 10.1. 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.
- 10.2. 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.

11. PREQUALIFICATION OF CONTRACTORS:

- 11.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

- 11.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14th Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

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

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

13. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
14. **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.
15. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
16. **SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
17. **AWARD PROCESS:**
 - 17.1. The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
 - 17.2. 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.

- 17.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
18. **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 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.
19. **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 Contracting Group.
20. **SUBMISSION OF QUESTIONS:**
- 20.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracting Group
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 20.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 20.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 20.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
21. **ELIGIBLE BIDDERS:** 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.

22. **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 with the Notice Inviting Bids and Contract forms.
23. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 23.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 23.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 23.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 23.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.
24. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**
- 24.1. With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 24.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 24.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

25. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 25.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 25.2. Bidders shall complete the entire Bid schedule (also referred to as “schedule of prices” or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 25.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 25.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 25.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written “Notice of Intent to Protest” including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City’s announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 25.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 25.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 25.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

26. BID RESULTS:

- 26.1. The Bid opening by the City 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 public announcement will be posted in the City’s web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 26.2. To obtain Bid results, either attend Bid opening, review the results on the City’s web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

27. THE CONTRACT:

- 27.1.** 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.
- 27.2.** 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.
- 27.3.** 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.
- 27.4.** 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.
- 27.5.** 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. 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.

- 28. 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.

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

29.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

29.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

29.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

29.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

29.5. 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.

29.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

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

30. **PRE-AWARD ACTIVITIES:**

30.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

30.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

31. **REQUIRED DOCUMENT SCHEDULE:**

31.1. The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

31.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS
AGREEMENT**

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and APR Construction, Inc., herein called "Contractor" for construction of **Central Ave. Mini Park Phase II Skate Plaza**, Bid No. **L-14-1221-DBB-2** in the amount of Three Hundred Eighty-Five Thousand Six Hundred Eighty Dollars and Zero Cents (\$385,680.00), which is comprised of the Base Bid alone.

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Central Ave. Mini Park Phase II Skate Plaza** on file in the office of the Public Works Department as Document No. **S-14010**, 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 **Central Ave. Mini Park Phase II Skate Plaza**, Bid Number **L-14-1221-DBB-2**, 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 FORMS (continued)

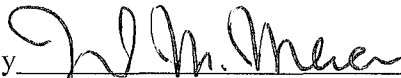
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee pursuant to Municipal Code §22.3102 (a)(1) authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

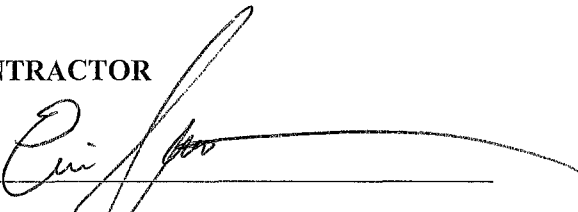
By 
Stephen Samara
Senior Contract Specialist
Public Works Contracts

By 
Print Name: Mark M. Merce
Deputy City Attorney

Date: 9-25-14

Date: 9/25/14

CONTRACTOR

By 
Print Name: Eric Scarborough
Title: President

Date: 8, 10, 14

City of San Diego License No.: B2007003664

State Contractor's License No.: 940-651

**CONTRACT FORMS
ATTACHMENTS**

**CONTRACT FORMS ATTACHMENTS
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

BOND NO. 505383P

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

APR Construction, Inc., a corporation, as principal, and Indemnity Company of California, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Three Hundred Eighty-Five Thousand Six Hundred Eighty Dollars and Zero Cents (\$385,680.00), for the faithful performance of the annexed contract, and in the sum of Three Hundred Eighty-Five Thousand Six Hundred Eighty Dollars and Zero Cents (\$385,680.00), for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract Central Ave. Mini Park Phase II Skate Plaza, Bid Number L-14-1221-DBB-2, 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 Chapter 3 of Division 5 of Title 1 of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

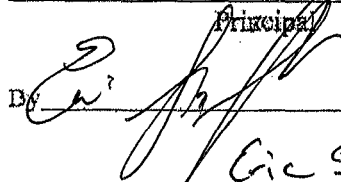
CONTRACT FORMS ATTACHMENTS (continued)
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated September 23, 2014

Approved as to Form and Legality

APR Construction, Inc.

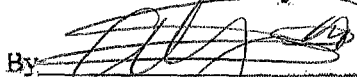
Principal
By 

Eric Scarborough
Printed Name of Person Signing for Principal

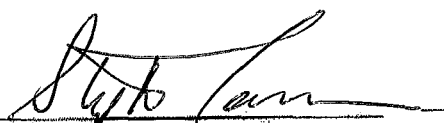
Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

Indemnity Company of California
Surety

By 
Attorney-in-fact
Elisabete Salazar

Approved:

By 
Stephen Samara
Senior Contract Specialist
Public Works Contracts

17771 Cowan, Suite 100,
Local Address of Surety

Irvine, CA 92614
Local Address (City, State) of Surety

(714) 784-5539
Local Telephone No. of Surety

Premium \$ 6,942.00

Bond No. 505383P

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles

On September 23, 2014 before me, Trina Lee Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elisabete Salazar
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

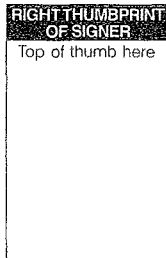
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

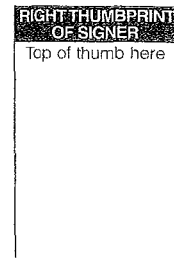
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Patricia Zenizo, Margaret S. Rodriguez, Pietro Micciche, Elisabete Salazar, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

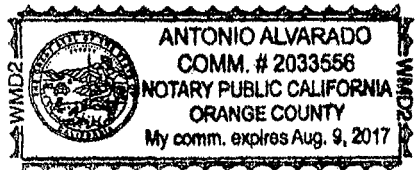
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 23rd day of September, 2014.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Central Ave. Mini Park Phase II Skate Plaza

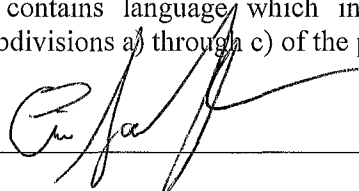
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

APR Construction Inc.

(Name under which business is conducted)

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.

Signed



Printed Name

Eric Scarborough

Title

President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Central Ave. Mini Park Phase II Skate Plaza

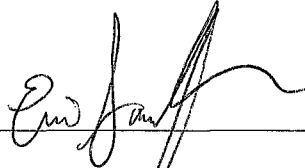
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

APR Construction Inc.

(Name under which business is conducted)

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.

Signed



Printed Name

Eric Scarborough

Title

President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Central Ave. Mini Park Phase II Skate Plaza

I declare under penalty of perjury that I am authorized to make this certification on behalf of APR Construction Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 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 § 22.3224.

Dated this 10 Day of August, 2014.

Signed 

Printed Name Eric Scarborough

Title President

AFFIDAVIT OF DISPOSAL

WHEREAS, on the 10 DAY OF August, 2014 the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Central Ave. Mini Park Phase II Skate Plaza

(Name of Project)

as particularly described in said contract and identified as Bid No. L-14-1221-DBB-2, SAP No. (WBS/IO/CC) S-14010 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:

Waste Management
925 O'Conner St
El Cajon, CA 92020

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)

Waste Management
925 O'Conner St.
El Cajon, CA 92020

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

Dated this 10 DAY OF August, 2014

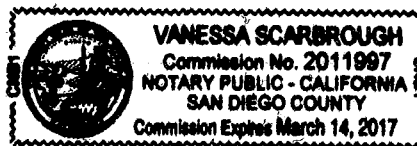
by [Signature] Contractor

ATTEST:

State of California
County of San Diego

On this 10 DAY OF August, 2014, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Eric Scarbrough known to me to be the President Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

[Signature]
Notary Public in and for said County and State



VANESSA BOARFROUGH
Commission No. 5011307
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires March 14, 2013



ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Phase II scope of work consist of construction of skate plaza with associate ramps, rails, perimeter fence and landscape.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **37737-01-D** through **37737-18-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$455,000.00**

3. **LOCATION OF WORK:** The location of the Work is as follows: 3560 Central Ave., San Diego, CA 92113. Refer to Appendix E.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **176 Working Days, of which 66 working days is for landscape maintenance.**

5. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate licenses at the time that the Bid is submitted. Failure to possess the specified licenses shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required licenses at the time of Bid.

5.1. The City has determined the following licensing classifications for this contract:

Option	Classifications
1	CLASS A
2	CLASS B

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

ATTACHMENT B
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ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

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

ATTACHMENT D
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ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 7:00 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.

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

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

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

The Product Submittal Form is available for download at:

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

2-5 PLANS AND SPECIFICATIONS.

2-5.3 Submittals.

2-5.3.3 Shop Drawings. ADD the following:

All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item.

2-7 SUBSURFACE DATA. ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

1. Report of Geotechnical Investigation dated August 14, 2013 by GEOCON.
2. Drainage Analysis dated April 29, 2014 by Stuart Engineering

5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/>

2-9.2 Survey Service.

DELETE in its entirety and **SUBSTITUTE** with the following:

The Contractor shall be responsible for all surveying services or as may be specified in these special provisions.

The payment for survey services shall be included in the various Bid items unless a Bid item for Survey Service has been provided

2-14.3 Coordination. To the City Supplement, ADD the following:

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Central Ave. Mini Park Phase I. See Appendix "F" for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

SECTION 4 – CONTROL OF MATERIALS

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

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

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at.

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must 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 must 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 must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must 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 must 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 must be outside the limits of the policy.

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must 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 must 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 must 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.

- a) You must 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.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must 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.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must 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 must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must 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 must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must 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 must 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 must follow the form of the primary policy or policies e.g., all endorsements.

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

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

1. In accordance with the provisions of §3700 of the California Labor Code, you must 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 must 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 require 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 must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies must 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.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

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

7-20 ELECTRONIC COMMUNICATION. ADD the following:

Virtual Project Manager will be used on this contract.

ADD:

7-22 PROTECTION OF EXISTING PLANT MATERIAL.

7-22.1 Construction Operations.

- a) All plants outside the limit of work shall be protected in place. All trees to remain shall be protected in place.
- b) Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.
- c) The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.
- d) When excavation near a tree to be preserved must be carried out, damage shall be limited by root pruning as outlined in Section 308-6.1.3 Root Pruning (Sidewalk replacement).
- e) Buried utilities and irrigation piping and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones, tunnels shall be utilized in lieu of trenches. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the Resident Engineer.
- f) Trenching, excavation and soil disturbance within the drip line of vegetation to remain shall not be permitted except as specifically allowed by the Resident Engineer. It is the intent of the plans that the Contractor provide an alternate routing of irrigation, electrical and all trenching to avoid cutting through roots of existing trees.

- g) Where it is necessary to excavate in close proximity to existing trees and shrubs, all possible caution shall be exercised to avoid injury to roots and trunks. In the event it is necessary to cut the roots of an existing tree to remain, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. All work shall be performed under the direction of the Resident Engineer.
- h) Excavation within the drip line of the trees shall be done by hand, tunneling under roots 1" in diameter and larger, and shall be done only on the approval of the Resident Engineer. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled (See Section 308-4).
- i) All plants to remain on-site shall be watered if necessary during the entire construction contract to provide for plant health and survival. Watering shall be done under the direction of the Resident Engineer.

7-22.2

Clean-Up Repair and Maintenance.

- a) Upon completion of all work, remove tools equipment and tree preservation materials and measures from the site.
- b) Repair all areas, structures and surfaces damaged and requiring repair resulting from tree preservation measures. Repair adjacent construction or surfaces soiled or damaged by tree preservation measures.

ADD:

7-23

CONTRACTOR PERFORMANCE REQUIREMENTS. Due to the special care and coordination required to construct the skate plaza features and the complexity and craftsmanship required to construct these elements, contractors with more than one unsatisfactory performance rating, of any kind, from the City of San Diego within the 5 years previous to the bid opening date shall be disqualified from selection for this contract.

ADD:

7-24

STANDARD OF COMPARISON FOR SIMILAR WORK. To establish a comparative quality standard for the skate plaza paving features and elements on the project, the following comparisons are provided as examples of the quality of workmanship required. While the colors, textures and finishes demonstrated in the examples vary from the specified items, these examples shall be used as an example of the quality of craftsmanship to be employed in the construction of the skate plaza features. Quality comparisons are as follows:

Shotcrete field sculpted features with flashed troweled finish / texture – (Quality comparison for shotcrete work): Vertical sculpted shotcrete features at Memorial Skate Park, Memorial Recreation Center, San Diego, CA.

Slab concrete with flashed troweled finish / texture - (Quality comparison for cast in place concrete work): Memorial Skate Park concrete paving within skating area.

ADD:

7-25 SPECIALTY CONCRETE CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS REQUIREMENTS. The success and value of the Skate Plaza components of the project depend on quality construction, adherence to the standards set in the specifications, highly skilled labor and quality craftsmanship. All cast-in-place integral color concrete placement, field sculpted integral color shotcrete placement, and skate feature metal fabrication and installation work shall be performed by a subcontractor with experience successfully completing one project of similar size and scope.

References for representative examples of previous experience constructing and applying similar materials and textures shall be submitted for review and approval by the City Project manager who shall confer with the Landscape Architect, and the skate facility contractor to determine whether the Contractor meets the stated qualifications described in these contract documents. The submittal of qualifications and examples shall be included with the Bid on the attached Form on sheet B-7 and B-8. Bids not containing this completed form shall be disqualified.

The submittal of Qualifications and Examples shall include the Name of the person to be directly responsible for Quality Control at the site during the construction. This person shall have, at minimum experience of successfully performing the integral color concrete, skate plaza shotcrete placement and finishing, skate metal fabrication and installation work on one project of similar size and scope. The examples shall be colored photographs or color reproductions representing the quality of work performed by this individual for the specific item listed. A signed Declaration that all of the information provided above is true and that the examples represent the quality of work that will be performed for this project shall be included.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 200 - ROCK MATERIALS

ADD:

200-1 ROCK PRODUCTS:

ADD:

200-1.9 Rock Mulch.

Rock mulch shall be of a mix of browns, grays, tans, and maroon colored rock in 6"-9" sizes and is to be provided and installed by the Contractor. Cobble shall be "Curran Cobble" as supplied by Decorative Stone Solutions, or approved equal. Cobble shall be free of chips, earth, and discolorations or other material. All cobble shall be washed to remove dirt, dust and loose material prior to placement on site. Cobble shall be clean prior to setting.

The Contractor shall submit samples of cobble (6 pieces) illustrating the range of color and variety of sizes for each type specified, for approval of the City Engineer prior to installation. Contractor shall also submit photos of each type of cobble material specified as a representative record of general color variation.

ADD:

200-1.10 Concrete / Rock Dissipator - Rock.

Rock for concrete dissipator shall be shall be a mix of browns, grays, tans, and maroon colored rock in 6"-9" sizes and is to be provided and installed by the Contractor. Cobble shall be "Curran Cobble" as supplied by Decorative Stone Solutions, or approved equal. Cobble shall be free of chips, earth, and discolorations or other material. All cobble shall be washed to remove dirt, dust and loose material prior to placement on site. Cobble shall be clean prior to setting.

The Contractor shall submit samples of cobble (6 pieces) illustrating the range of color and variety of sizes for each type specified, for approval of the City Engineer prior to installation. Contractor shall also submit photos of each type of cobble material specified as a representative record of general color variation.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

ADD:

201-1.1.1 General. ADD the following:

Concrete Type Designations (Per Plan):

Concrete Type 1 – Skate Plaza

Color: Natural colored concrete

Finish: Smooth flashed trowel finish, see Skate plaza concrete and shotcrete finishing specs.

Curing: None.

Areas: As shown on the drawings.
Minimum Compressive Strength: 4000 psi

Concrete Type 2 - Skate Plaza

Color: Scofield – ‘Sorrento Red’, or approved equal
Finish: Smooth flashed trowel finish, see Skate plaza concrete and shotcrete finishing specs.
Curing: None.
Areas: As shown on the drawings.
Minimum Compressive Strength: 4000 psi

Concrete Type 3 - Skate Plaza

Color: Scofield - ‘Sombero Buff’, or approved equal (no known equal)
Finish: Smooth flashed trowel finish, see Skate plaza concrete and shotcrete finishing specs.
Curing: None.
Areas: As shown on the drawings.
Minimum Compressive Strength: 4000 psi

201-1.1.2 Concrete Specified By Class and Alternate Class. ADD the following:

The concrete class and maximum slump for the various items of concrete work shall be as specified in the table under Subsection 201-1.1.2(A) of the Standard Specifications with the following additions or modifications:

<u>Item</u>	<u>Concrete Class</u>	<u>Max. Slump (in.)</u>
Deepened Concrete Curb	560-C-3250	4-inch
Concrete Footings	520-C-2500	Size as shown

201-1.2.4(a) Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures. ADD the following:

Chemical Admixtures for Integral Colored Concrete.

All cement installed on the site shall be from the same sole source plant throughout the project.

Integral color shall consist of colored admixtures developed for use in ready mixed concrete. The product shall be made of the highest quality synthetic pigments, as well as other ingredients designed to enhance the color and improve the pigment dispersion, workability and finishing performance of the concrete.

Integral color pigments shall meet or exceed ASTM-C-979. The coloring method shall be designed for concrete flatwork applications (broom finishes, sandblast finishes, smooth finishes), as well as vertical surfaces, and other types of architectural concrete. Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.

Colored admixture shall be air-entraining and water-reducing, meeting the requirements of ASTM C494 'Specification for Chemical Admixtures for Concrete',

AASHTO M 194, and CRD C87. Admixture shall also be a set-controlling admixture specifically developed and engineered for use in ready-mix concrete, which is resistant to color bleeding, laitance, and efflorescence.

Admixture for all integral colored concrete features shall be the following:

Manufacturer: L. M. Scofield for color-conditioned concrete, no substitutes.

L. M. Scofield Company
6533 Bandini Boulevard
Los Angeles, California 90040
1-800-800-9900

Colors: #5059 'Sorrento Red' and C-25 'Sombrero Buff'
Minimum Compressive Strength: 4000 psi

Admixture products and procedures for installation shall be in strict accordance with the manufacturer's specifications and recommendations, and those published by the American Concrete Institute (ACI) and the Portland Cement Association (PCA).

All materials shall be furnished, prepared, applied, cured, and stored according to the product manufacturer's direction.

201-2 REINFORCEMENT FOR CONCRETE.

201-2.2.1 Reinforcing Steel. ADD the following:

Skate plaza paving and shotcrete sculpted features - reinforcing steel for shall be Grade 60 (400) billet steel conforming to ASTM A615. Welded steel reinforcement, if needed, shall be deformed low-alloy steel, ASTM A706. Identify and tag with manufacturer's heat identification number.

ADD:

201-2.5 Tie Wire. Tie wire shall be 16 gauge, black annealed.

ADD:

201-2.6 Reinforcing Supports. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations as indicated on the drawings.

ADD:

201-2.7 Dowels. Dowels shall be sections of deformed steel reinforcing rod in sizes and lengths as indicated on the plans. Dowels shall be provided in locations where concrete curbs abut new concrete walkways, at expansion joints, and anywhere else indicated on the plans. Dowels shall also be provided for the concrete walkway where it abuts the existing concrete slabs. Provide dowels at the on-center spacing as indicated on the plan, centered vertically on concrete slab, with a minimum of two dowels abutting into any adjacent slab sections.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant). ADD the following:

All finished concrete surfaces shall have a 3/8" continuous expansion joint at locations indicated on the plans and notes and shall be located either parallel or perpendicular to the curb line. When not otherwise indicated all expansion joints located adjacent to colored or stained concrete shall be sealant Type "A" colored to match the color of the concrete surface.

Contractor shall provide joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

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

Contractor shall engage an experienced installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

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

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

SECTION 202 – MASONRY MATERIALS

ADD:

202-4 WALL MASONRY MATERIALS.

202-4.1 Manufactured Stone Veneer for Masonry Walls. Manufactured Stone Veneer shall be Coronado River Rock 'Sienna Brown', or approved equal, in roughly 4" to 9" sized units.

Supplier: Coronado Stone Products, Inc.
11191 Calabash Avenue
Fontana, CA 92337
1-800-847-8663
www.coronado.com

202-4.2 Mortar. Mortar shall be as specified in 202-3.1, and shall be Ultimate Large Tile Mortar by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road
Aurora, IL 60504
1-800-552-6225

Color: To match grout color

202-4.3 Grout. Grout shall be as specified in 202-3.2, and shall be 'Accu-Color EFX - Epoxy Special Effects Grout' #915 'Light Smoke', by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road
Aurora, IL 60504
1-800-552-6225

ADD:

202-5 COPING MATERIALS.

202-5.1 Coping. Coping shall be shall be furnished and installed at locations shown on the Contract Drawings. Coping shall be Bull Nose Pool Coping by Precision Tile / Penrose Coping, or approved equal.

Color: Standard white coping
Size: Standard size 12" Wide x 24" Long x 2-1/8" to 1-1/4" Thick.
Finish: Standard Smooth Matt Finish.
Materials: 9,500 PSI Comprehensive Strength hard rock concrete mix design, using Type III Cement.
Radius: 8.91', 8', 1', and Straight runs.

Manufacturer:
Precision Tile / Penrose Coping
11140 Penrose Street
Sun Valley, CA 91352
(818) 767-7673

202-5.2 Mortar. Mortar shall be as specified 202.3.1, and shall be 'Ultimate Large Tile Mortar 383- Gray', by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road
Aurora, IL 60504
1-800-552-6225

Color: Gray

202-5.3 Grout. Grout shall be as specified in 202-3.2 'Accu-Color EFX - Epoxy Special Effects Grout-#969 'Coffee', by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road

Aurora, IL 60504
1-800-552-6225

ADD:

202-7 POOL TILE MATERIALS.

202-7.1 Pool Tile. Pool tile shall be Pool Trim ceramic tile, or approved equal.

Supplier: DalTile, Inc
Size: 1" SQ.
Color: White
Model no.: 0100

202-7.2 Mortar. Mortar shall be Ultimate Large Tile Mortar, by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road
Aurora, IL 60504
1-800-552-6225
Color: To match tile

202-7.3 Grout. Grout shall be as specified in 202-3.2, and shall be 'Accu-Color EFX - Epoxy Special Effects Grout-#915 'Light Smoke', by TEC or approved equal.

Supplier: H.B. Fuller Construction Products, Inc.
1105 S Frontenac Road
Aurora, IL 60504
1-800-552-6225

ADD:

202-8 PRECAST CONCRETE PARK SIGN MATERIALS.

202-8.1 Precast Concrete Park Sign. Park Sign shall be furnished and installed at locations shown on the Contract Drawings. Park Sign shall be made of recycled materials and manufactured in the USA. Precast Concrete Park Sign shall be the following or an approved equal:

Model No.: 'Custom Sign' - Reinforced precast concrete park sign; or approved equal.
Color: C1 'Natural' integral colored concrete
Size: 7'-6" Long x 2'-2" Wide x 4" Thick
Finish: T2-'Light Sandblast': all exposed surfaces;
Sealer: No manufacturer sealer applied
Concrete mix: GEN2 80% recycled concrete
Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
Attachment: Mounted to wall with threaded rods and attached with epoxy in place.
No. of units: (1)
Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240

731 Parkridge Avenue
Norco, CA 92860
www.quickcrete.com

ADD:

- 202-9 WATERPROOFING FOR MASONRY WALLS.** Waterproofing membrane: a self-adhering sheet applied membrane consisting of 56 mils of rubberized asphalt laminated to 4 mils of cross laminated, high density polyethylene to form a minimum 60 mil membrane. The membrane shall be delivered on a silicone release paper that serves as a carrier to be removed prior to application of the membrane. Acceptable material: Bituthene 3000 waterproofing membrane, or approved equal. Provide a compatible water based primer by the same manufacturer designed to bind dust and efflorescence providing a suitable surface for adhering waterproofing.

Protection Board: Protection board to separate waterproofing from backfill shall be 3/4" thick styrofoam drainage protection board shall be Dow Protection Board or approved equal.

SECTION 206 - MISCELLANEOUS METAL ITEMS

ADD:

- 206-8.1 Facility Operation and Regulatory Signage.** Contractor shall install City-provided regulation signage on decorative fencing. Signage shall be produced by City Signage Department. Signage shall be flat sheet metal signs, 1/16" thick aluminum, indicating the Skate Plaza facility hours of operation, regulations, emergency contact, etc. Contractor shall pre-drill (4) 1/4" holes in signs and attach signs with 1/4" coated, vandal-proof u-bolts. Contractor shall mount signage on fencing at locations indicated on drawings.

ADD:

- 206-8.2 ADA Sign.** Contractor shall install ADA sign on decorative fencing. Signage shall be produced by City Signage Department. Signage shall be flat sheet metal sign, 1/16" thick aluminum, indicating that the Skate Plaza facility is not ADA compliant and does not have an accessible entrance. Contractor shall pre-drill (4) 1/4" holes in signs and attach signs with 1/4" coated, vandal-proof bolts / u-bolts as required to securely fasten to fencing. Contractor shall mount signage on fencing at locations indicated on drawings.

ADD:

- 206-8.3 Park Sign Emblems.** Contractor shall provide and install bronze City and Park and Recreation Department logos on Park Sign. Sign emblems shall be produced to meet City emblem requirements and affixed to the park sign wall per the drawings.

ADD:

206-9.1

Decorative Metal Fence - 4'. Decorative Metal Fence shall be steel fabricated fencing that is to be hot-dip galvanized (4 mils – 8 mils) then powder-coated (1.2 mils min. thickness). Fencing shall comply with the dimensions as indicated on the drawings. Fencing shall be comprised of square and rectangular vertical and horizontal bar and tube steel with complete welds at each interface. All welds shall be continuous and ground smooth. Remove all burrs, sharp edges, and imperfections for a smooth surface. Decorative metal fencing shall have a manufacturer applied powder-coat 'Forest Green' with a matte finish. Submit (3) sample colors for review and approval.

Provide shop drawings and paint color for approval. Installations shall be vandal-proof. All posts shall be embedment mounted into a cast in place concrete footing, size per plans. Field welding will not be allowed as may compromise the powder-coat finish.

ADD:

206-9.2

Decorative Metal Fence – 6'. Decorative Metal Fence shall be steel fabricated fencing that is to be hot-dip galvanized (4 mils – 8 mils) then powder-coated (1.2 mils min. thickness). Fencing shall comply with the dimensions as indicated on the drawings. Fencing shall be comprised of square and rectangular vertical and horizontal bar and tube steel with complete welds at each interface. All welds shall be continuous and ground smooth. Remove all burrs, sharp edges, and imperfections for a smooth surface. Decorative metal fencing shall have a manufacturer applied powder-coat 'Forest Green' with a matte finish, to match existing. Submit (3) sample colors for review and approval. Provide shop drawings and paint color for approval. Installations shall be vandal-proof. All posts shall be embedment mounted into a cast in place concrete footing, size per plans. Field welding will not be allowed as may compromise the powder-coat finish.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD:

210-6

ANTI-GRAFFITI COATING. ADD the following:

3. Anti-graffiti coating shall be applied to all masonry veneer walls and cast-in-place concrete walls, etc.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.2.2 Manure. DELETE entirety.

212-1.2.3 Commercial Fertilizer. ADD the following:

Pre-plant fertilizer shall be granular commercial fertilizer 12-12-12 or approved equivalent.

Post-plant fertilizer shall be 14-7-3 or approved equivalent with CA, FE, ZN, and MN and with the majority of nitrogen in non-ammoniac form to prevent acidification of soil.

212-1.2.4 Organic Soil Amendment. First paragraph, ADD the following:

Contractor shall supply the Resident Engineer with a 2 cu. ft. sample of the proposed amendment accompanied by Laboratory Analytical Analysis from an approved laboratory illustrating degree of compliance. Guarantee - wt./cu. yd. - 560#-820#. Nitrogen (organic or ammoniac) 0.5% pH (less than) 6.5. Salinity (ec x 10 at 25 c) = 2.5. Iron (fe) expressed as metallic 0.01%. Density - approximately 25 lb./cu. ft. Organic matter - 85%. A non-ionic wetting agent should be used. Properties: screen analysis: % retained on stacked screens - 1 mesh = 0.2%, 5 mesh = 36.6%, 8 mesh = 25.7%, 12 mesh = 30.7%, 32 mesh = 5.9%; remainder = 0.9%. (Shall be similar or equal to Wil Gro Life, A-1 Soils "Life Like", Loamex), or "Numex" by John Deere.

Type 4 organic soil amendment (hydromulch soil amendment) shall be 'Sarvon' liquid soil conditioner by Hydroscape, or approved equivalent.

Type 5 organic soil amendment (Mycorrhizal Inoculum) Provide an organic Arbuscular Mycorrhizal Inoculum containing one or more species of mycorrhizae fungi at a minimum rate of 120 propagules per cubic centimeter. Acceptable Mycorrhizal Inoculum Product: "AM120" by Reforestation Technologies International, or approved equal.

212-1.2.5 Mulch. Paragraph (g), ADD the following:

Average dimensions shall be 1" to 2" in length and 1/2" in thickness. Submit two (2) samples for approval by the Resident Engineer prior to installation.

212-1.2.6 Inorganic Soil Amendments. ADD the following:

Soil sulfur. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.

ADD:

212-1.2.7 Herbicides and Pesticides. Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the Resident Engineer. All pesticides and herbicides shall be used in strict adherence to manufacturers' specifications and instructions, and shall be applied only by-licensed applicators.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the Resident Engineer/Project Biologist.

All herbicides shall be selected for suitability for the specific uses required, and shall be applied by a licensed pesticide applicator.

212-1.4 Plants.

212-1.4.1 General. ADD the following:

Contractor shall notify the Resident Engineer a minimum of 48 hours before each plant delivery so the Resident Engineer can schedule a review.

Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery. Provide nursery name and resume for review and approval prior to contract growing.

Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Engineer prior to planting.

All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements.

All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root- nor pot-bound and are free of kinked or girdling roots.

Immediately upon Notice to Proceed for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all trees shall be submitted to Engineer for approval a minimum of 15 days prior to delivery of the plants to the site. The Engineer reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings.

Inspection of plant materials required by City, County or State authorities, shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site.

The Resident Engineer/Architect is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Landscape Architect, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.

Rejection Or Substitution: The Resident Engineer/Landscape Architect reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.

Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Resident Engineer's written approval.

Right To Changes: The Landscape Architect reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

212-1.4.2 Trees. ADD the following:

All trees (24" box, 36" box, 48" box) shall:

- a) Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery

container stock. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

- b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a rootbound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
- c) Have a main leader branch and not have a co-dominant branching structure, unless the tree is intended to be multi-trunk.
- d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

212-1.4.3 Shrubs. ADD the following paragraphs:

Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

Shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

Shrubs shall be full and bushy to ground.

Groundcover plants shall be healthy, vigorous, rooted cuttings grown in flats or 1 gallon cans until transplanting. The soil and spacing of the plants in the container shall ensure the minimum disturbance of the root system at time of transplanting.

ADD:

212-1.4.7 Palm Trees.

Palm tree stock shall be compliant with section 212-1.4 and 212-1.4.2 'Trees'.

212-1.5.3 Tree Stakes. First paragraph, second sentence, REPLACE with the following:

Tree stakes shall be two (2) inch diameter lodge pole pine of lengths required, pointed on end, and minimum 10' in length.

ADD:

- 212-1.5.4 Tree Ties.** Tree ties shall be commercially manufactured of virgin flexible vinyl meeting ASTM-D-412 standards for tensile and elongation strength. Material shall be manufactured with a double back locking configuration and secured with one galvanized nail to prevent slippage. Material shall be ultraviolet resistant. Minimum length shall be twenty (20) inches. Tree ties shall be "Cinch-Tie" by V.I.T., or approved equivalent.

ADD:

- 212-1.10 Perforated Pipe.** Perforated pipe for tree drain: Poly vinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-219. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

212-2 IRRIGATION SYSTEM MATERIALS.

- 212-2.1.5 Copper Pipe.** DELETE in its entirety and SUBSTITUTE with the following:

Copper pipe shall be Type "L" in accordance with ASTM B 88; brass pipe; brass piping shall be I.P.S. red brass; solder: 50/50 lead and tin.

- 212-2.2.7 Valve Boxes.** ADD the following:

Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three inch (3") clearance from the lid.

- 212-2.4 Sprinkler Equipment.** ADD the following:

All materials and equipment used in all irrigation work shall be new and without flaws or defects and of quality and performance as specified. Prior to installation of any irrigation work, the Contractor shall submit, for approval by the City, five copies, minimum, of a list of all materials and equipment (s)he proposes to use. Should the Contractor propose to use materials or equipment other than those listed as approved, (s)he shall submit in writing to the City a request to deviate from the approved list. Samples of the materials or equipment shall accompany the request to assist the evaluation of the proposal.

Anti-drain valves shall be installed as indicated on plans. The anti-drain valve shall be the same diameter size as the riser and shall be integrated into the riser assembly (under each head). Valve shall be "Valcon ADV-XS", Hunter, or an approved equivalent.

SECTION 213 - ENGINEERING FABRICS

ADD:

- 213-3 FILTER FABRIC (SOIL SEPARATION).** Contractor shall provide filter fabric for soil separation purposes around all drain rock to separate drain rock from all other materials, such as gravel or soils. Filter fabric shall be a needle-punched, heat-bonded, non-woven polypropylene, UV resistant, permeable geotextile fabric with a

flow rate of 110 gpm/(sqft). Puncture strength shall be ASTM D 4833: 95lbs. Grab Tensile strength shall be ASTM D 4632 160 lbs. Fabric shall be Mirafi160N, or approved equal, as approved by the Resident Engineer. Apply fabric to wrap all perforated drain lines and drainage sumps, as indicated on plans and details. See Section 300-10 for installation.

ADD: SECTION 218 - SKATE PLAZA MATERIALS

218-1 SKATE PLAZA CONCRETE FORMWORK.

218-1.1 Description. Provide formwork and accessories for construction of cast-in-place concrete and shotcrete work.

218-1.2 Related Sections.

- a) Section 218-2 'Skate Plaza Concrete Reinforcement'
- b) Section 218-3 'Skate Plaza Cast-in-Place Concrete'
- c) Section 218-4 'Skate Plaza Shotcrete'
- d) Section 218-5 'Skate Plaza Concrete Curing'
- e) Section 218-6 'Skate Plaza Metal Fabrications'

218-1.3 Quality Assurance.

- a) Conform to ACI 347-04
- b) Allowable Tolerances shall Conform to ACI 347-04

218-1.4 Storage and Handling.

- a) Store materials in accordance with the manufacturers requirements. Keep all materials on and under plastic cover and dry throughout construction. Protect against exposure to weather.

218-1.5 Coordination.

- a) Coordinate with work of other sections in forming and placing openings, recesses, sleeves, bolts, anchors, edge treatments, and other skate park equipment. Notify responsible trades of schedules of concrete pours to allow time for installation and coordination.

218-1.6 Materials.

- a) Forms:
 - 1. Flatwork: Nominal 2" thick No. 2 Common Southern Yellow Pine or steel forms.

2. Vertical and Custom Work: Exterior grade Standard Douglas Fir or plywood equal, minimum five ply, one smooth side sufficiently thick to sustain loads, or steel forms.
- b) Release Agent: Non-staining, paraffin or vegetable based form oil. Do not use petroleum solvents such as creosote or diesel oil.

218-2 SKATE PLAZA CONCRETE REINFORCEMENT.

218-2.1 Description. Furnishing and placing of steel reinforcement for cast-in-place concrete.

218-2.2 Related Work Specified Elsewhere.

- a) Section 218-1 'Skate Plaza Concrete Formwork'
- b) Section 218-3 'Skate Plaza Cast-in-Place Concrete'
- c) Section 218-4 'Skate Plaza Shotcrete'
- d) Section 218-5 'Skate Plaza Concrete Curing'
- e) Section 218-6 'Skate Plaza Metal Fabrications'

218-2.3 Storage and Handling.

- a) All tensile steel reinforcement shall be stored at the site of work above the ground surfaces on platforms, skids, or other satisfactory supports and shall be protected from corrosion. It shall be protected against corrosion whilst in the storage yard, but shall not be covered with grease, oil, paint or any other material which is likely to affect bonding with the concrete in the completed structure.
- b) Before steel reinforcement is placed, the surfaces of the bars and metal supports shall be cleaned to remove any loose, flakey rust, mill scale, oil, grease, mud, or other foreign substances. After placement, the reinforcement shall be maintained in a clean condition until it is completely embedded in the concrete.

218-2.4 Reference Standards.

- a) American Concrete Institute (ACI):
 1. ACI 315-05, Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 2. ACI 318-05, Building Code Requirements for Reinforced Concrete.
- b) American Society for Testing and Materials (ASTM - latest editions):
 1. ASTM A233, Mild Steel Arc Welding Electrodes.
 2. ASTM A615, Deformed Billet-Steel Bars for Concrete Reinforcement.
 3. ASTM A706, Low-Alloy Steel Deformed Bars for Concrete Reinforcement.

- c) Concrete Reinforcing Steel Institute (CRSI): Manual of Standard Practice, latest edition.
- d) American Welding Society (AWS): Reinforcing Steel Welding Code, D12.1-75, including latest revisions.

218-2.5 **Submittals.** Indicate complete reinforcing method for each concrete member including materials, sizes, bends, dimensions, spacing, and placing details not shown on drawings.

218-2.6 **Materials.**

- a) Steel Reinforcement: Deformed reinforcing steel bars, ASTM A615, Grade 60.
- b) Welded Steel Reinforcement: Deformed low-alloy steel, ASTM A706 Identify and tag with manufacturer's heat identification number.

218-2.7 **Fabrication.**

- a) The reinforcement shall be free from pitting, loose rust, mill scale, paint or other coating which might adversely affect the bond between the steel and the concrete. Bars shall be supplied in suitable lengths; no bars shall be welded to obtain the correct length unless specifically called for or authorized in writing by the Engineer.
- b) Reinforcement shall be cut and bent in compliance with the requirements of the American Concrete Institute Standard 315. Bars shall not be bent or straightened in a manner that will injure the material. Bars with kinks, cracks or improper bends will be rejected.

218-3 **SKATE PLAZA CAST-IN-PLACE CONCRETE**

218-3.1 **Description.** Provide cast-in-place concrete for all ledges, slabs, and other related items depicted in the construction documents.

218-3.2 **Related Work.**

- a) Section 218-1 'Skate Plaza Concrete Formwork'
- b) Section 218-2 'Skate Plaza Reinforcement'
- c) Section 218-4 'Skate Plaza Shotcrete'
- d) Section 218-5 'Concrete Curing'
- e) Section 218-6 'Skate Plaza Metal Fabrications'

218-3.3 **Submittals.**

- a) Prepare test pad of skate park flat work for strength testing and finishing approval of Engineer and Skate Plaza Designer. Panel to be minimum 4' x 4', 6" depth.

- b) Maintain approved panel on site through duration of construction and refer to for consistent finishing assurance.
- c) Contractor shall submit proposed concrete mix design for each type of concrete. Proposed concrete proportions shall be subject to acceptance by Engineer.

218-3.4 Coordination. Coordinate with work of other sections in formwork, shotcrete, edge treatments, and other skate plaza equipment. Notify responsible trades of schedules to allow time for installation and coordination. Contractor is responsible for providing all supplemental support necessary to protect the structure until concrete has reached its specified design strength.

218-3.5 Reference Standards. The most recent issues of each standard or specification shall be used:

- a) ACI American Concrete Institute
- b) ASTM American Society for Testing and Materials

218-3.6 Materials.

- a) Portland cement shall conform to ASTM C150, Type II
- b) Fine aggregate shall meet requirements of ASTM C33
- c) Coarse aggregates Class II shall meet requirements of ASTM C33
- d) Portland blast furnace cement or Portland pozzolan cement shall conform to ASTM C595
- e) Admixtures to be used in concrete, when required or permitted, shall conform to the following appropriate specification.
- f) Air entraining admixture shall conform to ASTM C260
- g) Water reducing, retarding, and accelerating admixtures shall conform to ASTM C494
- h) Pozzolanic admixtures shall conform to ASTM C618
- i) Mixing water for concrete shall meet requirements of ASTM C94

218-3.7 Proportions. Concrete for all parts of the work shall be of the specified quality and capable of being placed without excessive segregation. When hardened, concrete shall develop all characteristics required by these specifications. Compressive strength of the concrete shall be 4000 psi.

- a) Min. Compressive strength (28 days) 4000 PSI
- b) No admixtures without approval.

c) Slump not to exceed 2”

218-3.8 Slump. The concrete shall be proportioned and produced to have a slump of 2” or less.

218-3.9 Aggregate. The nominal size of the aggregate shall not be more than one-fifth of the narrowest dimension between sides of form, one-third of the depth of slabs, nor three-fourth of the minimum clear spacing between reinforcing bars.

218-3.10 Curing Materials. See section 218-5 Concrete Curing.

218-4 SKATE PLAZA SHOTCRETE

218-4.1 Summary. Provide materials, proportioning, and application of shotcrete using wet mix process. Guniting or dry mix is not acceptable alternative.

218-4.2 Related Work.

- a) Section 218-1 ‘Skate Plaza Concrete Formwork’
- b) Section 218-2 ‘Skate Plaza Reinforcement’
- c) Section 218-3 ‘Skate Plaza Cast-in-Place Concrete’
- d) Section 218-5 ‘Skate Plaza Concrete Curing’
- e) Section 218-6 ‘Skate Plaza Metal Fabrications’

218-4.3 Quality Control.

- a) American Concrete Institute (ACI): 506, Chapter 13, Wet Method. Chapter 5
- b) American Society for Testing Materials (ASTM):
 - 1. Prepare test panel of skate park radial wall for strength testing and finishing approval of Engineer and Skate Plaza Designer. Panel to be minimum 4 in height with a radius of 8’ diameter, minimum length of 4’.
 - 2. Maintain approved panel on site through duration of construction and refer for consistent finishing assurance.
 - 3. Test shall be in accordance with ASTM C42.

218-4.4 Submittals. Submit design mix, test reports and proportions. Strength test results are to be reported to Engineer after completion of test.

- a) Contractors qualifications as specified.

218-4.5 Delivery, Handling, And Storage.

- a) Properly deliver and handle materials to prevent contamination, segregation or damage to materials.

- b) Store cement in weather tight enclosures to protect against dampness and contamination.
- c) Prevent segregation and contamination of aggregates by proper arrangement and use of stockpiles.
- d) Store admixtures properly to prevent contamination, evaporation, or other damage.

218-4.6 Concrete Materials.

- a) Portland Cement: ASTM C150, Type I or II
- b) Aggregates: ASTM C33, see Gradation Table Below.

**Sieve Size
U.S. Standard Percent by Weight
Square Mesh Passing Individual Sieves**

3/4 in.	100
1/2 in.	80-95
3/8 in.	70-90
No. 4	50-70
No. 8	35-55
No. 16	20-40
No. 30	10-30
No. 50	5-17
No. 100	2-10

218-4.7 Proportions. Concrete for all parts of the work shall be of the specified quality and capable of being placed without excessive segregation. When hardened, concrete shall develop all characteristics required by these specifications. Compressive strength of the concrete shall be 4000 psi.

- a) Min. Compressive strength (28 days) 4000 PSI
- b) No admixtures without approval.
- c) Slump not to exceed 2"

218-4.8 Slump. The concrete shall be proportioned and produced to have a slump of 2" or less.

218-4.9 Accessories.

- a) Water to be fresh, clean, and potable.
- b) Use only accepted admixtures meeting the following requirements:
 1. Chemical Admixtures: ASTM C494

2. Air-entraining Admixtures: ASTM C260

218-4.10 Wet Mix Application Equipment.

- a) Batching and Mixing Equipment: Use rotating mixer capable of thoroughly mixing aggregate, cement and water in sufficient quantity to maintain continuous placement.
- b) Ready-mixed Concrete: ASTM C94
- c) Gun and Nozzle premixing type conforming to the requirements of ACI 506R designed for material deliver.
- d) Air compressor and hoses standard type of capacity to provide without interruption, pressure and volume of air necessary for longest hose delivery.
- e) Water Supply with adequate capacity to maintain air and water pressure uniformly steady, non-pulsating.

218-5 SKATE PLAZA CONCRETE CURING

218-5.1 Description. Provide labor, equipment, supervision and material for cast-in-place concrete flatwork, and shotcrete walls.

218-5.2 Related Work Specified Elsewhere.

- a) Section 218-1 'Skate Plaza Concrete Formwork'
- b) Section 218-2 'Skate Plaza Reinforcement'
- c) Section 218-3 'Skate Plaza Cast-in-Place Concrete'
- d) Section 218-4 'Skate Plaza Shotcrete'
- e) Section 218-6 'Skate Plaza Metal Fabrications'

218-5.3 Submittals. Submit manufactures product data sheet including manufactures specifications, surface preparation and application instructions, and protection of adjacent surfaces.

218-5.4 Delivery And Storage. Deliver products and accessories in original labeled, sealed, and undamaged containers or bundles.

- a) Store all products and accessories off the ground, under protective and away from moisture.

218-5.5 Materials.

- a) Approved curing paper conforming to ASTM C171, Type I or II.
- b) Approved water based paraffin/ resin membrane film conforming to ASTM C309

218-6 SKATE PLAZA METAL FABRICATIONS

218-6.1 General. Provide labor, materials and equipment for the installation of the Site Metal Work as shown on the drawings and as specified.

218-6.2 Related Sections.

- a) Section 218-1 'Skate Plaza Concrete Formwork'
- b) Section 218-2 'Skate Plaza Reinforcement'
- c) Section 218-3 'Skate Plaza Cast-in-Place Concrete'
- d) Section 218-4 'Skate Plaza Shotcrete'
- e) Section 218-5 'Skate Plaza Concrete Curing'

218-6.3 Quality Assurance. Welding shall be done only by certified welding operators currently qualified according to AWS D1.1

218-6.4 Submittals.

- a) Shop Drawings.
 - 1. Contractor to submit shop drawings for all custom fabricated items under this section. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories.

218-6.5 Delivery, Storage And Handling.

- a) Storage and Protection.
 - 1. All metals shall be stored at the site of work above the ground surfaces on platforms, skids, or other satisfactory supports and shall be protected from corrosion. It shall be protected against corrosion whilst in the storage yard, but shall not be covered with grease, oil, paint or any other material which is likely to affect bonding with the concrete or alter material integrity.
 - 2. Contractor is responsible for protecting site metals before, during and after installation.
 - 3. Protect any adjacent materials or site work from damage due to weld splatter or sparks during field welding.

218-6.6 Coordination. Coordinate with work of other sections in formwork, shotcrete, edge treatments, and other skate plaza equipment. Notify responsible trades of schedules to allow time for installation and coordination. Contractor is responsible for providing all supplemental support necessary to protect the structure until metal work is complete.

218-6.7 Job Site Sample.

- a) Contractor is responsible in providing sample of all finished metals located in skate park construction drawings.
- b) Approved metal samples are to remain on site throughout construction and to be used as reference for approved finish and setting.

218-6.8

Materials.

- a) Round Steel Pipe.154 ASTM A-53
- b) Square Steel Tubing. ASTM A-53,
- c) Steel Tubing. ASTM A-53
- d) Welding Rods: E-70 series low hydrogen unless otherwise noted on drawings.
- e) Paint - Colors and Finishes. Follow Sherwin Williams application bulletin 5.12 for surface preparation for iron and steel surfaces.
 - (i) Sherwin Williams Paint - Corothane I HS Aliphatic paint (2 finish coats) w/ primer coat, smooth finish.
 - (ii) Colors: Safety Red (Rooftop Rail, Transition, Volcano); Safety Yellow (Ledges, Straight Flat Rail) White (Wave Feature).

SECTION 300 – EARTHWORK

300-1

CLEARING AND GRUBBING.

300-1.1

General. ADD the following:

Clearing and grubbing shall include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.

In addition, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in the Specifications:

- a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of legally at a site obtained by the Contractor.
- b) Removal and disposal of pipe, steel posts, and any additional items not specifically mentioned which may be found within the work limits.
- c) Furnishing and applying water.
- d) Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pullboxes, posts.
- e) The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.

- f) Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Any asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility.

300-1.2 Preservation of Property. ADD the following:

Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

300-1.3 Removal and Disposal Of Materials.

300-1.3.2 Requirements. DELETE (a) in its entirety and SUBSTITUTE with the following:

- (a) Bituminous pavement shall be cut and removed in such a manner so as not to tear, bulge or displace adjacent paving by use of sawcutting, rockwheel, jackhammer or milling machine. Wheel type pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 25 mm (1 inch) of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

ADD the following:

- (f) Miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.
- (g) Dust control: The Contractor shall take appropriate action to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.
- (h) Personnel: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Resident Engineer prior to beginning any such work.

- (i) Explosives: Use of explosives will not be permitted.

ADD:

300-1.3.3 Execution.

- (a) Paving: Remove asphaltic concrete paving to depths as indicated on the plans or as required to allow for new improvements.
- (b) Filling: Fill holes and other hazardous openings in accordance with Section 300 Earthwork.
- (c) Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident Engineer of the Contractor's demolition and removal procedures, and authorization by the Resident Engineer to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
- (d) Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- (e) Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.
- (f) Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.
- (g) Regulations: Comply with federal, state and local hauling and disposal regulations.
- (h) Hazardous Materials - refer to Section 703 of the Whitebook for procedures when hazardous materials are encountered during excavation.

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

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

300-2 UNCLASSIFIED EXCAVATION.

300-2.1 General. ADD the following:

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

300-2.9 Payment. DELETE in its entirety and SUBSTITUTE with the following:

Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed.

Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-4 MASONRY CONSTRUCTION.

303-4.1.1 General. ADD the following:

Manufactured Stone Veneer.

Manufactured Stone Veneer shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Payment for Manufactured Stone Veneer shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to construct new Manufactured Stone Veneer, including but not limited to: substrate preparation, base materials, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

Coping.

Coping shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Payment for Coping shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to install coping, including but not limited to: substrate preparation, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

Pool Tile.

Pool Tile shall be installed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Payment for Pool Tile shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to install Pool Tile, including but not limited to substrate preparation, jointing, finishing, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

Precast Concrete Park Sign.

Precast Concrete Park Sign shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Payment for Precast Concrete Park Sign shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to provide and install Precast Concrete Park Sign, including but not limited to: base materials, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS:

303-5.1.1 General. ADD the following:

This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:

Skate Plaza Cast-In-Place Concrete Stem Walls

Concrete Stem Walls shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook. Concrete shall be 560-C-3250 on native compacted material.

Payment for Concrete Stem Walls shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to construct new Concrete Stem Walls, including but not limited to: grading, base materials, compaction, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

Skate Plaza Cast In Place Concrete Retaining Walls And Footings

Cast-in-place concrete retaining walls and footings shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook. Concrete shall be 560-C-3250 on native compacted material.

Payment for cast in place concrete retaining walls and footings shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct retaining walls, including but not limited to sub-grade preparation and compaction, placement of footings, reinforcing, grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

Skate Plaza Concrete Paving

Concrete Paving: Place, float, apply steel trowel flashed finish, and edge concrete within the area of pour. Install saw cut joints at locations indicated on the plans. Install key and expansion joints as indicated on the drawings. Paving finishes shall match approved 4ftx4ft paving sample finish submitted for approval by City Engineer a minimum of 20 working days prior to pour. Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-C-3250.

Payment for Concrete Paving shall be included the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new sidewalk, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

Skate Plaza Colored Concrete Paving

Colored Concrete Paving: Place, float, apply steel trowel flashed finish, and edge concrete within the area of pour. Install saw cut joints at locations indicated on the plans. Install key, score and expansion joints as indicated on the drawings. Paving finishes shall match approved 4ftx4ft paving sample finish submitted for approval by City Engineer a minimum of 20 working days prior to pour. Colored Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-C-3250.

Payment for Colored Concrete Paving shall be included the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new paving, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

303-5.5 Finishing.

303-5.5.3 Walk. First paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent perpendicular to the edge of paving. Slope to drain toward gutter, where applicable.

ADD the following:

If after final troweling all walk surfaces shall receive a uniform light broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with Resident Engineer. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving.”

Skate plaza paving shall be steel trowel flashed finish ONLY. No other finishes shall be provided.

303-5.9 Measurement and Payment: ADD the following:

Payment for the individual line items below shall be included in the total lump sum project price and shall include the complete structural sections, reinforcing, subgrade preparation, compaction, formwork , and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore. The payment shall be segregated to conform with the bid items indicated on the bid schedule and may include the following:

- a. Cast in Place Concrete Stem Walls
- b. Cast In Place Concrete Raised Planters
- b. Cast In Place Concrete Retaining Walls and Footings
- c. Concrete Paving – Standard Concrete
- d. Concrete Paving – Colored Concrete
- e. Shotcrete field sculpted skate park features

303-7 COLORED CONCRETE.

303-7.1 General. DELETE and ADD the following:

First sentence, DELETE Method B.

ADD the following:

Provide a minimum 4'x4' sample panel, on-site, of each of the colors and finishes to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect a minimum of one week prior to construction of the colored concrete work. The approved samples shall remain on-site and shall serve as a basis of comparison for all colored concrete work.

ADD:

303-9 WATERPROOFING FOR MASONRY WALLS.

303-9.1 Installation. The work in this section includes requirements for membrane waterproofing of concrete and masonry walls. The extent of the waterproofing is indicated on the plans and details. (See Section 202-9 for materials.)

Delivery - materials should be delivered in manufacturer's original, unopened packaging with labels attached. Store materials indoors, or otherwise protected from the weather. Materials stored outside should be covered with a tarpaulin. Any material damaged must be removed from the project area and replaced with new materials.

Material shall be applied as shown on the drawings and in compliance with the manufacturer's recommendations. The materials shall be applied at temperatures above 40° f, unless specifically listed for application below 40° f.

Concrete should be cured a minimum of seven days before waterproofing application. Lightweight structural concrete must have dried a minimum of 14 days.

Clean all surfaces that will receive membrane with a broom, vacuum cleaner, or air hose to remove dust, dirt, loose aggregate, or other foreign materials. Surfaces to receive the waterproofing system materials must be smooth, dry, and free of dust, dirt, loose aggregate or other foreign materials. Surfaces must be free of voids; spalled areas, loose aggregate, and sharp protrusions. Repair any surfaces that are not structurally sound, that have voids, protrusions, rough spalled areas, loose aggregate, or exposed coarse aggregate. Remove all grease, oil, and other contaminants.

Smooth brick or block must have joints struck off flush before applying membrane. When walls are rough, use a well-adhered plaster coat to create a smooth surface.

A compatible primer of the same manufacturer as the membrane shall be applied as directed by manufacturer. Prime only the area which can be covered with membrane in the same working day. Areas primed and not covered with membrane within 24 hours should be reprimed. Smoothness and porosity of the concrete will effect coverage rate.

Waterproofing membrane should be applied vertically in sections of 8 feet in length or less. On walls higher than 8 feet, apply two or more sections with the upper section overlapping the lower. Side laps should be a minimum of 2-1/2 inches and end laps should be a minimum of 5 inches. Use a hand roller and firmly press in the material as it is placed on the vertical surface.

Waterproofing membrane and protection board shall be applied to the face of footing, top of footing and face of wall on all sides which will be below grade.

All terminations of the membrane should receive a bead of mastic. The bead should be troweled to a flat surface approximately 1/8 inch thick by 3/4 inches wide. The mastic should be worked into cut edge terminations.

Inadequately lapped seams and damaged areas should be patched with small sections of membrane. The patch area should extend at least 6 inches beyond the defect. Fishmouths and severe wrinkles should be slit, flaps overlapped, and repaired as above.

All inside and outside corners shall be treated either with 12 inch strips of or a 12 inch wide by 90 mil thick application of liquid membrane. The field membrane should be placed over the corner treatment. All inside horizontal corners shall have a minimum 3/4 inch fillet or latex modified cement mortar. Laps occurring within 12 inches of a 90° change in direction must be sealed with a troweled bead of mastic.

A protection board of expanded polystyrene or drainage panel shall be placed on foundation walls and other vertical surfaces to protect the surface from damage.

Contractor shall be responsible for repairing any damage, leaks or related damage attributable to his installation of operations. Installation shall be guaranteed leak free for a period of one year.

Payment for Waterproofing for Masonry Walls shall be included in the total lump sum project price and shall include full compensation for furnishing all items of work necessary to construct new Waterproofing for Masonry Walls, including but not limited to: substrate preparation, membrane installation, protection board installation, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

ADD:

304-6 DECORATIVE METAL FENCING INSTALLATION.

304-6.1 General. Decorative Metal Fencing shall be installed according to plans. Contractor shall field measure concrete paving for confirmation of measurements prior to fabrication of fencing panels. Fencing panels shall be produced in shop and welded together in as long of lengths as manageable. Mechanical connections are acceptable as long as all hardware, brackets, etc. are galvanized and powdercoated to match fencing. Field welding is not acceptable. Fencing units shall be transported to site, core hole locations confirmed, then cut for exact installations of fencing assembly units. All fence panels shall be held level, yet providing a maximum of 3" clearance below the bottom rail. Panels shall have stepped bottom rails to maintain the 3" clearance requirement. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set into core-drilled holes within the concrete retaining wall and grouted per plans. Sloping grade shall be accommodated by stepping the fence panel installation at locations indicated on the plans. Use string lines and levels as needed to maintain uniform horizontal bottom rail and matched top rails. Fence installations that exhibit unmatched top rails or exceed the 3" clearance below the bottom rail will not be accepted. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from work. Protect fence material from damage during construction.

304-6.2 Payment. Payment for Decorative Metal Fencing shall be included in the total lump sum price for the project and shall include full compensation for furnishing all items of work necessary to construct new Decorative Metal Fencing, including but not limited to the fencing, materials, footings, welding, assembly, hardware, delivery, fabrication, painting, finishing, formwork, placement, installation, etc. No additional compensation for this work will be allowed.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	Location	306-1.9.2.1
306-1.7.2.2	Permits	306-1.9.2.2
306-1.7.2.3	Submittals	306-1.9.2.3
306-1.7.2.4	Trenchless Construction	306-1.9.2.4
306-1.7.2.5	Payment	306-1.9.2.5
306-1.7.3.6	Private Pump Installation	306-1.9.2.6
306-1.7.3.7	Payment	306-1.9.2.7

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2.3.1 General.

ADD:

308-2.3.1.1 Weed Eradication. Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

The Contractor’s labor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

Weed eradication for entire project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2" - 3"). A post-emergent herbicide shall then be applied per manufacturer's specifications and instructions. Avoid contact of herbicide with the existing plants to remain.

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and herbicide applicator's license. Herbicide use shall be approved by the Resident Engineer prior to application. Rodeo herbicide, or approved equal shall be used in or near areas of standing water or streams since it is non-toxic to aquatic organisms and should be applied only by a licensed pest control applicator in

accordance with the manufacturer's instructions.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitnesis*), cocklebur (*Xanthium* sp.), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the project area. All weedy species should be cleared approximately two weeks following herbicide application.

The Resident Engineer shall inspect the site prior to planting and during revegetation. The planting of hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the Resident Engineer. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.

Weed eradication for shrub areas and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

308-2.3.2 Fertilizing and Conditioning Procedures. Paragraph 1, REVISE to read as follows:

The planting areas shall be ripped to a depth of 15" and brought to finish grade before spreading the fertilizer and soil conditioning materials specified.

Paragraph 2, REVISE to read as follows:

Soil amendment materials shall be uniformly spread at the prescribed rate. All hardscape shall be dry at time of application. The quantities of materials necessary for the planting area shall be at the site and shall be verified by delivery tickets furnished to the Engineer before spreading.

ADD the following:

Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer / Landscape Architect and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Landscape Architect. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis

shall be received by Landscape Architect thirty (30) days prior to amending or soil and ordering amendments.

Based on the soils test results, the quantity or type of amendments may be modified by the Landscape Architect within 14 days of receipt of analysis.

Grub and clean all planting areas, removing all weeds, debris, and rocks from the site. All planting areas, 3:1 or less in steepness, shall be thoroughly tilled and loosened to a depth of fifteen (15) inches by approved method. Do not till near existing trees if roots are encountered.

All areas where existing soils are replaced with imported topsoil shall be backfilled and settled using applications of water to moisten soil and establish a stable finish grade. Areas which subside, and all depressions or irregularities shall be repaired, settled and grade re-established.

After all planting areas meet the finish grades per grading plan, the following rates of soil conditioning and amendment materials (or as modified by the soils report), shall be evenly spread over all planting areas and worked into the soil:

- 1) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs/1,000 sq. Ft.
Iron sulfate	10 lbs/1,000 sq. Ft.
Soil sulphur	10 lbs/1,000 sq. Ft.
After leaching, apply:	
10-10-10 fertilizer	25 lbs/1,000 sq. Ft.

Amendments shall be thoroughly tilled and blended into the existing soil to a depth of (10) inches by approved methods.

Note: Soil amendments, as specified, are for bidding purposes only. Actual types and quantities may be altered based on soil analysis (provided by Contractor) after rough grading.

- 2) In addition, after amending soil as described above, all lawn and shrub planting areas shall be sprayed with "Sarvon" at the rate of 6 gallons/acre (or 1 qt./2,000 sq. ft.) immediately prior to leaching.

Deep Water Leaching:

- 1) After complete installation and testing of the irrigation system and tilling soil amendments, all on-grade areas shall be deep water leached, compacted and settled by repeated application of irrigation water until the soil has received a minimum of 12" of water, and has been thoroughly moistened to a depth of 24".

- 2) After leaching operation, 4 soil samples shall be taken by Contractor per Resident Engineer's / Landscape Architect's direction and given to the soil laboratory for testing. Soil test shall meet the following requirements:

EC - Maximum 3.00
pH - Maximum 7.50
Minimum 6.0

Post Planting Fertilizer:

The Contractor shall apply post-plant 14-7-3 fertilizer at the rate of twenty pounds (20 lbs.) per 1,000 sq.ft., sixty (60) days after planting and once again 20 days before the end of the post-construction maintenance period.

308-2.4 Finish Grading. First Sentence, REVISE to read as follows:

The finish grade shall be smooth, uniform and free of abrupt grade changes and depressions to ensure surface drainage as indicated on plans. Contours and finish grade shall provide for drainage to sheet flow and shall not channel drainage in a manner where volume and velocity of water will create surface erosion.

ADD the following:

Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all building foundations. The Resident Engineer shall approve the final grades and elevations before planting operations may begin.

308-4 PLANTING

308-4.1 General. ADD the following:

The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the Resident Engineer. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer / Landscape Architect. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field

capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer / Landscape Architect and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Percolation Test: Prior to installing plants, Contractor shall perform a minimum of three percolation tests in representative areas of the site to verify acceptable natural drainage for planting pits. Tests shall be performed as follows:

- 1) Dig a pit 2'x 2' x 2' deep.
- 2) Fill with water to top and cover with plywood and barricade to protect pedestrians.
- 3) Make daily observations noting the depth of water each day.
- 4) Report to the Resident Engineer the length of time that the water takes to drain completely from each hole. If water drains from the hole within one day, refill with water. Based on this test, the Resident Engineer will confer with the Landscape Architect and will make a determination of whether additional drainage measures will be required for boxed size tree plantings.

No plants shall be installed until percolation tests have been observed by the Resident Engineer and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

If requested by the Contractor, the Resident Engineer, and/or designated representative, will visit the nursery from which trees are procured to inspect the trees prior to delivery to the site. The Contractor shall reimburse the City for all time spent driving to and from the nursery and inspecting the trees at an hourly rate of \$105/hour or fraction of hour.

It is in the Contractor's interest to have the Resident Engineer (or designated representative) visit the nursery and inspect the Contractor's selected trees prior to delivery to the site. This may prevent extra shipping expenses to the Contractor for trees delivered to the site, but subsequently rejected by the Resident Engineer. This does not preclude the Resident Engineer from rejecting any trees delivered to the site which, upon inspection at the site, do not meet the criteria for acceptance as previously outlined.

After approval and transportation, and upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in

transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with the Project Special Technical Provisions, Section 212-1.4.1.

308-4.2 Protection and Storage. ADD the following:

The Contractor's on-site plant storage area shall be approved by the Resident Engineer/ Landscape Architect prior to the delivery of any plant materials. Any plants determined by the Resident Engineer /Landscape Architect to be wilted, broken, or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants shall be handled by their containers. Any plant that has been handled by its trunk or stem shall be rejected. All rejected plants shall be removed from the site immediately.

308-4.6 Plant Staking and Guying.

308-4.6.2 Method B Tree Staking (Double Stake). DELETE in its entirety and SUBSTITUTE with the following:

All 15 gallon, 24" box and 36" box size trees shall be double staked. Refer to section 212-1.5.3 of these Special Provisions for approved staking materials.

The tree shall be staked with the type and length of stake specified on the plans or in the special provisions. One stake shall be placed 450 mm (18 inches) from each side of the tree trunk, unless directed otherwise by the Resident Engineer. Ties shall be made of 25 mm (1-in) or wider flexible plastic ribbon material having a minimum tensile strength of 2.2 kN (500 pounds). Four ties shall be used; two at 50 mm (2 in) from the top of each stake and two at 0.6 m (2 ft.) above the ground. Ties shall be loops secured to the stake on one end and shall be long enough to provide for 75 mm (3 in.) of slack to permit the tree trunk limited movement in any direction.

Payment for tree staking shall be included in the unit price paid for trees and no separate payment will be allowed therefore.

308-4.7 Ground Cover and Vine Planting. Paragraph 2, REVISE to read as follows:

Soil shall be moist within the total root zone of the material being planted.

ADD:

308-4.8.5 Palm Tree Planting.

Loading procedures

Palm trees shall be loaded with hydraulic or conventional cranes. Front loaders, fork lifts and /or tractors shall not load or unload any palm tree over eight feet of brown trunk height. Consideration shall be given in the selection of an adequately large enough crane to facilitate loading, unloading and setting of palm trees. This consideration shall vary based on any given situation and is solely the liability and responsibility of the contractor.

Minimize the lifting or handling of palm trees by the trunk. Never bind or handle the palm trees with wires chains or rope. Use only a wire-banded nylon sling when

moving or lifting the palm trees. The crane operator and sling setter must observe that the heads are not caught, pulled on, banged into or shaken, which can damage the bud. Minimize any movement of the palm trees during transport that might jar or damage the apical meristem (growing point). Pad and contact the trunk to braces when transporting palm trees. Rigging shall be situated to avoid any possible scars or unsightly abrasions that may be caused by loading and unloading during this phase of the work.

Water palm trees thoroughly before loading. Do not apply anti-transpirants to the fronds. Protection of palm trees during transport shall be the contractor's responsibility.

The contractor shall not free-fall, drag, roll, or abuse the tree or put strain on the crown at any time. A protective device shall be used around the trunk of the tree while lifting and relocating it, so as not to scar or skin the trunk in any way. This device shall consist of either a rubber or leather sling made out of timbers sufficiently sized to withstand the cable/choker pressure. At no time will trees be balled out and laid on the ground with rootball left exposed to direct sunlight and air. The rootball shall be kept moist and shaded at all times.

Transportation procedures

Trucks hauling palms on City Roadways shall meet the requirements and abide by the regulations governing any particular region where work is performed, including, but not limited to overload permits, over length permits and wide load permits, required when transporting any cargo.

'Triple staking' of any palm tree is not acceptable when transporting palm trees anywhere, in any state. Truck loads shall, as a matter of course, conform to the highest standards and shall be acceptable to the Resident Engineer.

Palm trees trunks shall be protected from injury during transporting operations.

Unloading procedures:

Palm trees shall be carefully lifted off the truck using a wide band nylon sling. The crane operator and sling setter must observe that the heads are not caught, pulled on, banged into or shaken, which can damage the bud.

All palm trees shall be planted within 4 hours of excavation.

Prior to planting, wet the rootballs and syringe the fronds.

Palm trees shall be free of insects or disease and shall be sprayed and monitored for penicillium vermoeseni, prior to planting.

The contractor shall use caution in cleaning the palm tree to prevent the spread of vascular disease and minimize wounding. All tools shall be dipped in a sterilizing agent(50% Clorox with 50% water) before cleaning palm trees and between moving from one palm tree to another.

Palm Tree Planting Procedures:

Several days prior to planting the palm trees, prepare the planting site. Adequate measures shall be taken in order to provide perfect drainage of the palm tree planting pit.

Planting pits for palm trees shall be a minimum of 2' greater than any side of the root ball. Contractor shall excavate all sides as required to receive the rootball and maintain the center of the palm tree aligned with other palms for compliance with the design and plan documents.

Each planting hole shall conform to the details shown on the plans.

Backfill material for the palm tree planting holes shall be 100 percent washed plaster sand with controlled release fertilizer.

Washed plaster sand shall have variable sized grains with a minimum of 95% passing a 2.0 millimeter sieve but no more than 5.8% passing a #200 sieve. The sodium absorption ratio (SAR) shall not exceed 6 and the Electrical conductivity (ECe) of the saturation extract of this soil shall not exceed 3.0 millimhos per centimeter at 25 degrees Celsius. The Boron content of the backfill shall be no greater than 1 PPM, as measured on the saturation extract. In order to insure conformance, samples of the import sand shall be submitted to an approved "soil" and plant laboratory for analysis prior to backfilling. Results of these tests should be provided by the contractor to the landscape architect prior to planting the palms.

Controlled Release Fertilizer shall be premixed with the backfill at a rate of 10 lbs per cubic yard: Gro-Power Palm Fertilizer or equal. Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen. Uniform "beaded" homogeneous mixture, 100% passing through #4 mesh screen, composition suitable for application with approved equipment and shall contain the following minimum available percentages by weight of plant food. Chemical analysis shall include 4% magnesium, 5% Humic Acids, and 2% Iron.

Nitrogen	9% minimum
Phosphoric acid	3% minimum
Potash	9% minimum

The backfill shall be applied in layers, while working out any air pockets and jetted with water. A six foot section of PVC pipe shall be attached to a high pressure hose and used to obtain at least 80% compaction in the planting pits of all palm trees. 80% compaction may be achieved with the assistance of water and pneumatic tampers. When the hole is filled almost to grade, water in the backfill with at least ten to fifteen gallons of Subdue and Cleary's 3336 fungicide, or approved equal. Mix at the recommended rate and then add irrigation water as required.

Palm trees shall be planted aligned, perpendicular and plumb with the approval of the landscape architect and landscape inspector after planting is complete.

Plant the palm at grade, with the top of the root ball even with the surrounding level of the site soil or anticipated grade elevations.

After planting, apply a 2-3" layer of nitrogen stabilized organic mulch around the base of the palm.

After the planting holes have been backfilled, water shall be applied to the full depth of the backfill soil.

Watering basins for the transplanted palm trees shall be constructed as shown on the plans.

When the palm trees are planted, a root stimulant, approved by the Engineer, shall be applied to the roots of each palm tree in conformance with the printed instructions of the root stimulant manufacturer. A copy of the printed instructions shall be furnished to the Engineer before applying a stimulant. Root stimulant to be used shall be submitted to the Engineer not less than 2 weeks prior to the stimulant's intended use. Root stimulants not approved by the Engineer shall not be used.

Any adjustment necessary to straighten the palm due to poor compaction shall be made by the contractor within twelve months after final acceptance of the project at no charge to the City.

All palm fronds shall be untied by the contractor when it is determined by the Engineer that such action will not be detrimental to the health of the palm trees.

All excess soil and debris from the palm tree planting shall be disposed of offsite by the contractor. The site shall be left neat and clean to the satisfaction of the landscape architect.

Fertilization: Do not apply fertilizer for six to eight weeks after installation. Re-apply Clearly's 3336 fungicide, or approved equal, six weeks after installation. The first fertilization should be Palm Special 145-14, or approved equal, at ½ the rate recommend for established palm trees.

Palm trees to be planted shall be maintained by the Contractor from the time the palm trees are planted to the time of acceptance of the contract, provided however, that the contract will not be accepted unless the trees have been satisfactorily maintained for at least 240 working days after planting has been completed. The palm trees shall be watered as necessary to maintain the trees in a healthy condition. Trash, debris and weeds within the basins, including the basin walls, shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Right of Way," of the Standard Specifications. Weeds shall be removed before the weeds exceed 2 inches in length. Pesticides to be used for weed control shall be submitted to the Engineer not less than 2 weeks prior to the pesticide's intended use. Pesticides not approved by the Engineer shall not be used.

The provisions specified in Section 20-4.07, "Replacement," of the Standard Specifications for the replacement of unsuitable plants shall apply to planted palm trees. The replacement palm tree for each unsuitable planted palm tree shall be the same size and species as the palm tree being replaced. Each replacement palm tree shall be planted in the planting hole of the unsuitable palm tree which the new tree is replacing. The method for planting palm trees shall be as specified in this section for planting palm trees. Removed unsuitable planted palm trees shall be disposed of in

conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Right of Way," of the Standard Specifications.

Warranty

Palm trees shall be warranted by the contractor, to remain in good health and attractive appearance for 12 months after final acceptance of the landscape improvements.

Measurement

The quantity of planting palm trees will be measured by the unit as determined from actual count in place.

Payment

The contract unit price paid for planting palm trees shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in planting palm trees, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ADD:

308-4.10 Mulch. Install mulch in a minimum 3" depth layer in areas indicated on plans. Depth shall be uniform. Taper the mulch to the crown of plant trunks, and keep mulch free of the area within 2" of trunk of plant.

Bark Mulch shall be measured by the square foot. The contract unit price paid for mulch shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

308-5 IRRIGATION SYSTEM INSTALLATION.

308-5.1 General. ADD the following:

Contractor shall check and verify the water pressure at P.O.C. prior to beginning of work. Notify Resident Engineer of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, etc., shall be located in planting areas. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks or in the street. Except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed, pressure tested, and the coverage test approved prior to plant installation.

308-5.2 Irrigation Pipeline Installation.

308-5.2.1 General. DELETE first and second paragraphs and ADD the following:

Trenches through paved areas shall be resurfaced in accordance with 306-1.5.

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the Resident Engineer deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings SDW-151, sized as for 4" pipe.

~~Contractor shall install sleeves and chases where any waterline or controller wire passes under paving. Sleeves and chases shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the chase or sleeve. The chases shall be a minimum 15" deep for electrical and the sleeves 21" below grade for water. Sleeves and chases shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline, to be installed in sleeve.~~

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. Marker tape shall be "Alarmatape" as manufactured by Paul Potter Warning Tape, Inc., or approved equivalent.

Avoid installing pipe through proposed tree locations to avoid conflict with root ball.

308-5.2.4 Copper Pipeline. First Paragraph, ADD the following:

Copper pipe shall be cut square and all burrs and fins removed.

Second paragraph, change 50 – 50 to 40 – 60.

308-5.3 Installation Of Valves, Valve Boxes, And Special Equipment. Sixth paragraph, ADD the following:

The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust. The Contractor shall paint the identification number of the valve and the controller clock on the cover of the valve box. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three inch (3") clearance from the lid. All wires in pull boxes shall be loose and shall not come within three inches 75 mm (3 inches) from lid. Boxes shall be sized accordingly to accommodate this requirement.

Last paragraph, ADD the following:

Backflow preventers shall be installed as specified on the contract documents.

308-5.4 Sprinkler Head Installation and Adjustment.

308-5.4.1 General. ADD the following:

Plans are diagrammatic and approximate. Precise location of heads / bubblers shall be field adjusted to meet minor variations in the plan.

308-5.5 Automatic Control System Installation. Third paragraph, REVISE second sentence to read as follows:

When the valve is to be housed in a valve box, it shall be installed with at least a 100 mm (4-inch) minimum to a 150 mm (6-inch) maximum clearance below the cover.

Third paragraph, ADD the following:

Valve boxes shall be set to finish grade on an unmortared brick foundation.

Seventh paragraph, ADD the following:

Controllers, 12 volt conductors and valve actuators shall be installed in conformance with the controller manufacturer's instructions.

Eighth paragraph, ADD the following:

Control wiring or hydraulic control tubing shall be housed in conduit between the controller and a point at least one foot outside the limits of the controller foundation, or the structure foundation and where the controller is housed. All other wiring and hydraulic control tubing issuing from the conduit shall be direct burial installed in main or lateral water line trenches wherever practicable. The wiring or tubing shall be installed in the lower corner of the irrigation pipeline trench. Sufficient slack shall be left in the wiring or tubing to provide for expansion and contraction. When the control wiring or tubing cannot be installed in a pipe trench, it shall be installed a minimum of 18 inches below finish grade.

308-5.6.1 General. First paragraph, after second sentence, ADD the following:

Flush all pipes clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

308-5.6.2 Pipeline Pressure Test. ADD the following:

Mains larger than 2 inches, asbestos cement mains and mains employing socket and spigot gasket joints shall be tested in accordance with section 306-1.4. If leaks develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by Resident Engineer prior to backfilling trenches.

308-5.6.3 Sprinkler Coverage Test. When system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the Resident Engineer.

ADD:

308-5.12 Operation and Maintenance Manuals. Prepare and deliver to the Resident Engineer within ten calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:

Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

In addition to the above mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

Payment for operation and maintenance manuals shall be included in the lump sum price for irrigation, and no additional compensation shall be allowed.

ADD:

308-5.13 Extra Equipment. Contractor shall provide to the Resident Engineer:

Five (5) sprinkler heads with nozzles, screens and flexible swing joints of each type used on the project.

Five (5) bubbler heads of each type listed in the irrigation plan legend, as used on the project.

Payment for extra equipment shall be included in the lump sum price for irrigation system, and no additional payment will be allowed.

308-5.14 Payment For Irrigation System. The contract price paid for Irrigation System shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved, including sprinklers, pipe, valves, backflow preventer inspections, valve boxes, controllers, trenching, backfilling, wiring, quick coupler valves, gate valves, mainline, inspections and coordination, and all other components to provide a complete and operable irrigation system, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

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

308-7 Payment. ADD the following:

Work related to tree maintenance shall be included in the Bid items as follows:

- Tree Trimming (EA)
- Root Pruning (EA)
- Root Barrier (EA)

BSM shall be measured and paid per Cubic Yard installed. The installation of the pervious backfill material as specified in the Contract Documents and as directed by the Engineer shall be included in the payment.

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

ADD: SECTION 315 - SKATE PLAZA MATERIALS INSTALLATION

315-1 SKATE PLAZA CONCRETE FRAMEWORK

315-1.1 Related Sections.

- a) Section 315-2 ‘Skate Plaza Concrete Reinforcement Installation’
- b) Section 315-3 ‘Skate Plaza Cast-in-Place Concrete Installation’
- c) Section 315-4 ‘Skate Plaza Shotcrete Installation’
- d) Section 315-5 ‘Skate Plaza Concrete Curing Installation’
- e) Section 315-6 ‘Skate Plaza Metal Fabrications Installation’

315-1.2 Examination.

- a) The formwork shall be smooth, true to the required lines and grade, and of sufficient strength to resist springing out of shape during the placing of the concrete. All dirt, chips, sawdust and other foreign matter shall be thoroughly removed from between the forms before any concrete is deposited within them. Verify all lines, levels and centers before proceeding with formwork.
- b) Inspect and verify all radial wall form locations to ensure arc to lower tangent connection includes minimum 18” horizontal offset.

315-1.3 Construction and Erection.

- a) Construct forms in accordance with ACI 347-04.
- b) Build forms to shapes, lines and dimensions of detailed members of concrete construction. Set to line and grade, brace and secure to withstand placing of concrete and maintain their shape and position.
- c) Install accessories in accordance with manufacturers instructions, set level and prevent any visible movement when the concrete is being compacted or troweled. They shall be true to line within 3 mm and to finished floor level within 1 mm. The forms shall be set well in advance of concreting operations and shall be checked and approved immediately before concreting starts.

- d) Forms shall not be removed until the concrete has attained sufficient strength to support without injury its own weight and any loads which may be imposed upon it. The removal shall be carried out in such a manner that the concrete is not jarred, vibrated or otherwise damaged.
- e) Thoroughly clean surfaces of form material and remove nails before reuse. Do not reuse damaged or worn forms. Coat contact surfaces of forms evenly with non-staining form oil prior to placing metal reinforcement.
- f) Immediately before concrete placement, clean forms of chips, sawdust, and other debris. Remove all forms prior to adjacent slab pour. Immediately after removal of forms, remove form ties, wires, and defects and patch.

315-1.4 Inserts and Accessories.

- a) Make provisions for required installation of accessories, bolts, hangers, sleeves, anchor slots and inserts cast in concrete. Obtain suitable templates or instructions for installation of items. Place expansion joints where detailed and required.
- b) Provide formed openings where required for items to be embedded or to pass through concrete work.

315-1.5 Removal Of Forms. Upon removal of forms, all bolts and ties shall be filled flush with the surface of cast in place concrete feature.

- a) Remove forms and shores in accordance with ACI 347-68.

315-1.6 Cleanup.

- a) Remove debris and trash.

315-2 SKATE PLAZA CONCRETE REINFORCEMENT

315-2.1 Related Sections.

- a) Section 315-1 'Skate Plaza Concrete Formwork Installation'
- b) Section 315-3 'Skate Plaza Cast-in-Place Concrete Installation'
- c) Section 315-4 'Skate Plaza Shotcrete Installation'
- d) Section 315-5 'Skate Plaza Concrete Curing Installation'
- e) Section 315-6 'Skate Plaza Metal Fabrications Installation'

315-2.2 Installation.

- a) Reinforcement shall be accurately placed and secured in position in a manner that will prevent its displacement during the placement of concrete. Tack welding of bars will not be permitted. Metal chairs, metal hanger, metal spacers and concrete chairs may be used to support the reinforcement. Metal hangers, spacers and ties shall be placed in such a manner that they will not be exposed

in the finished concrete surface. The legs of metal chairs that may be exposed at the lower face of slabs or beams shall be galvanized.

- b) Splices of reinforcement bars shall provide an overlap equal to at least 30 times the diameter of the smaller bar in the splice, but not less than 12 inches.
- c) Unless otherwise shown on the drawings, reinforcement shall be at least 2 inches from formed surfaces and 3 inches from earth or unformed surfaces.
- d) Thoroughly clean reinforcement of any coating, which would reduce bonding. Do not heat, cut, or bend bars without Engineers approval. Do not splice reinforcement at points of maximum stress.

315-2.3 Cleanup. Remove debris and trash resulting from specified work.

315-3 SKATE PLAZA CAST IN PLACE CONCRETE

315-3.1 Related Sections.

- a) Section 315-1 'Skate Plaza Concrete Formwork Installation'
- b) Section 315-2 'Skate Plaza Concrete Reinforcement Installation'
- c) Section 315-4 'Skate Plaza Shotcrete Installation'
- d) Section 315-5 'Skate Plaza Concrete Curing Installation'
- e) Section 315-6 'Skate Plaza Metal Fabrications Installation'

315-3.2 Preparation. Prior to concrete placement all form work shall be completed, snow, ice and water removed, reinforcement shall be secure in place, expansion joint material, anchors, edge treatments shall be positioned, and preparation to be accepted by Engineer.

315-3.3 Production. Ready mixed concrete shall be batched, mixed and transported in accordance with ASTM C94. Plant equipment and facilities shall conform to Certification of Ready Mixed Concrete Production Facilities of the National Ready Mixed Concrete Association

315-3.4 Installation.

- a) Placing Concrete:
 - 1. Concrete shall be handled from the mixer to the place of final deposit as rapidly as practical by methods which will assure required quality.
 - 2. Concrete shall be deposited continuously, in layers of such thickness that eliminate formation of seams or planes of weakness.
 - 3. Concrete shall be deposited as nearly as possible in its final position to avoid segregation due to handling or flowing.
- b) Consolidation:

1. All concrete shall be consolidated by vibration, spading, rodding, or forking so that concrete is thoroughly worked around the reinforcement, around embedded items, and into corners of forms.
 2. Do not use vibrators to transport concrete in forms.
- c) Construction Joints:
1. Construction joints shall be located and detailed on the construction drawings. Unless otherwise indicated, all reinforcement shall be continued across the joints
 2. All expansion joints are to be 3/8-inch width unless specified otherwise on drawing. Reinforcement bars are not permitted to pass through expansion joint.
 3. Sawcut joints shall be located and detailed on the construction drawings. Cutting shall be timed properly with the setting of the concrete, as soon as the concrete has hardened sufficiently to prevent aggregates being dislodged by the saw.
- d) Finish:
1. Bring final surfaces of concrete to an even steel trowel float finish that is smooth, hard, and uniform modeling the following procedure:
- e) After concrete has been placed, consolidated, and leveled the concrete shall not be worked until ready for floating. Floating with a hand float shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to permit operation. All high spots shall be cut down and all low spots to be filled during this procedure. The slab shall then be refloated to a uniform, sandy texture.
- f) Upon completion of float finish, it shall next be power troweled and finally hand troweled to desired texture. The first troweling after power floating shall produce a smooth surface free of defects but may contain marking from machine. Additional trowelings shall be done by hand.
- g) The finished surface shall be free of trowel marks, uniform in texture and appearance, and shall be plane to required tolerances.
- h). Slab finish to be approved by Skate Park Designer on test panel prior to commencing with work. Finish to be smooth and uniform throughout and predictable in texture. Lumps, kinks, separations, and imperfections are not acceptable. Broom or salt finish is not acceptable

315-3.5

Clean Up. Clean all debris, excess concrete and miscellaneous material associated with work.

315-4 SKATE PLAZA SHOTCRETE.

315-4.1 Related Sections.

- a) Section 315-1 'Skate Plaza Concrete Formwork Installation'
- b) Section 315-2 'Skate Plaza Concrete Reinforcement Installation'
- c) Section 315-3 'Skate Plaza Cast-in-Place Concrete Installation''
- d) Section 315-5 'Skate Plaza Concrete Curing Installation'
- e) Section 315-6 'Skate Plaza Metal Fabrications Installation'

315-4.2 Inspection.

- a) Examine concrete formwork and verify that it is true to line and dimension, adequately braced against vibration, and constructed to permit escape of air and rebound but to prevent leakage during shotcreting. Correct deficiencies.
- b) Inspect reinforcement steel and items to be embedded in concrete. Correct any deviations from the accepted shop drawings.

315-4.3 Shotcrete Placement.

- a) Placement shall be provided by a certified contractor specializing in skate park radial wall placement and possessing the equipment, knowledge, and skilled operators for application of skate park shotcrete
- b) Furnish evidence to Engineer and Designer that Contractor conforms to above requirements, has been specializing in this work for a period of at least five years, and will use only experienced foreman, nozzleman, and delivery equipment for placement of skate park radial walls
- c) Contractor shall use a radial wall template screed to aid in placement and finish of shotcrete. Contractor to submit radial template detail to Engineer and Skate Park Designer for approval.
- d) First shoot to be determined by Skate Park Designer. Contractor to submit pour and shooting schedule for approval.
- e) Shoot and layer radial wall from bottom form up to coping in layers of 2" thickness with continuous, uniform material flow from nozzle held approximately 5" from the work at angle most suitable to minimize rebound.
- f) Shoot around reinforcing with nozzle close to encase reinforcement.
- g) Do not work rebound into construction nor salvage rebound for subsequent batching.
- h) In shooting vertical or overhanging work, allow interval of time sufficient for initial, but not final set to develop. At development of initial set, lightly broom surface and scarify to provide better bond with succeeding applications.

- i) Inspect and verify all radial wall form locations to ensure arc to lower tangent connection includes minimum 18" horizontal offset.

315-4.4 Finish.

- a) Bring final surfaces of shotcrete to an even steel trowel float finish that is smooth, and uniform.
- b) Radial wall finish to be approved by Skate Park Designer on test panel prior to commencing with work. Finish to be smooth and uniform throughout radius of wall. Lumps, kinks, separations, and imperfections are not acceptable.
- c) Grinding imperfections is not acceptable means of remedy

315-4.5 Concrete Joints.

- a) Clean entire joint thoroughly prior to the application of additional shotcrete.
- b) Refer to Construction Drawings for Joint location and types.

315-4.6 Concrete Curing.

- a) See Section 315-5 Concrete Curing

315-4.7 Protection And Cleanup.

- a) Protect adjacent walls, windows, doors, other building surfaces, grounds, and /or shrubs and adjacent property from damage by shotcreting, rebound, and dust.
- b) Immediately clean all shotcrete materials and remove all rebound from site.
- c) Continuously remove rebound material to ensure that base, intermediate, and finish surfaces are clean and ready for bonding layers.

315-4.8 Defective Work. General work will be evaluated by Skate Park Designer and Engineer. If the evaluation reveals unbonded work, cores fail to meet specified strengths, or finishes are unsatisfactory, contractor to repair such defective work, as approved, without additional cost to City.

315-5 SKATE PLAZA CONCRETE CURING

315-5.1 Related Sections.

- a) Section 315-1 'Skate Plaza Concrete Formwork Installation'
- b) Section 315-2 'Skate Plaza Concrete Reinforcement Installation'
- c) Section 315-3 'Skate Plaza Cast-in-Place Concrete Installation''
- d) Section 315-4 'Skate Plaza Shotcrete Installation'
- e) Section 315-6 'Skate Plaza Metal Fabrications Installation'

315-5.2**Curing.**

- a) Protect concrete surfaces against rapid drying. Keep moist for necessary amount of time to reach concrete strength and inhibit moisture loss after placing.
- b) Apply water-based curing formula to newly placed concrete as soon as the surface water has dissipated and the concrete has been finished. On vertical surfaces, apply immediately after formwork has been removed. Apply per manufactures recommendations
- c) Spread curing paper over surfaces, lapping ends and sides a minimum of four inches, and maintain in place by use of suitable weights for necessary duration, then remove.
- d) Curing agent removal may require power wash spray to skating activities.

315-5.3**Cleanup.**

- a) Remove debris and trash resulting from specified work.

315-6**SKATE PLAZA METAL FABRICATION****315-6.1****Related Sections.**

- a) Section 315-1 'Skate Plaza Concrete Formwork Installation'
- b) Section 315-2 'Skate Plaza Concrete Reinforcement Installation'
- c) Section 315-3 'Skate Plaza Cast-in-Place Concrete Installation'
- d) Section 315-4 'Skate Plaza Shotcrete Installation'
- e) Section 315-5 'Skate Plaza Concrete Curing Installation'

315-6.2

Inspection. Metal fabrication, placement, and connections are to be inspected an approved by Skate Park Designer or Engineer prior to concrete placement. Areas deemed unsuitable are to be repaired by contract prior to commencing work.

315-6.3**Fabrication.**

- a) Shop assemble in largest practicable length and dimensions, making members true to length so assembling may be done without fillers.
- b) Provide all surfaces free of file marks, dents, hammer marks, wire edges or any unsightly surface defects.
- c) Roll pipe to conform with top radius curve of each bowl and ledge as shown on drawings. Refer to drawings for relational tolerance to concrete surface and other steel.

315-6.4

Installation.

- a) Install metal fabrications in strict accordance with the Construction Drawings, the approved Shop Drawings, and all pertinent codes, regulations and standards.
- b) Obtain Skate Park Designers review prior to site cutting or making adjustments which are not part of scheduled work.
- c) Install items square and level, accurately fitted and free from distortion or defects as depicted in the construction drawings.
- d) Align all metal fabrications as shown on the Drawings, and where vertical or horizontal members are shown, align them straight, plumb and level.
- e) Replace items damaged in course of installation.
- f) After installation, grind smooth and touch-up field welds.

315-6.5

Welding.

- a) Remove all rust, paint, scale and other foreign matter. Wire brush all flame-cut edges. Clamp members as required and alternate welds, all as necessary to prevent warping or misalignment.
- b) Exposed Welds: Uniformly grind smooth (no tolerance) all welds normally exposed to view and feel in the finished work.
- c) Faulty and Defective Welding: Chip out and replace all welding showing cracks, slag inclusion, lack of fusion, bad undercut or other defects ascertained by visual or other means of inspection. Replace and re-weld at no cost to Owner.

315-6.6

Surface Treatment And Protective Coatings.

a) **Cleaning.**

- 1. Thoroughly clean all mill scale, rust, dirt, grease and other foreign matter from ferrous metal prior to any galvanizing, or painting.
- 2. Conditions which are too severe to be removed by hand cleaning, shall be cleaned using appropriate methods for solvent cleaning, power tool cleaning and brush-off blast cleaning.

b) **Exterior Ferrous Metal.**

- 1. Grind smooth all welds, burrs, and rough surfaces. Clean and hot-phosphate treat completed assembly. Hot phosphate treatment not required on items which are not exposed in the finish work or on those items where size prohibits such treatment.
- 2. Shop coat ferrous metal items unless specified; use metal primer as specified.

315-6.7 **Clean-Up.** Clean up and remove all debris from the entire work area prior to Final Acceptance to satisfaction of Engineer and Skate Park Designer.

ADD:

SECTION 316 - ROCK INSTALLATION.

316-1 **Rock Mulch Installation.**

Install cobble in accordance with the detail on the plan prior to installing surrounding planting. Subgrade shall be compacted prior to placement. Rock shall be placed as laid out on plan in natural appearing layers as directed by the Resident Engineer. Place rock mulch after installing irrigation systems and plants. Place weed fabric over fined graded soil area, then hand place rock mulch to achieve a tightly fitted layout of rock with minimal gaps, no greater than 1-1-2" between individual stones.

Clean rock prior to paving installation. Protect all existing paving during installation operations with layers of cardboard or plywood to deter damage by site work. Exposed surfaces of rock shall be clean and free of dirt, discoloration and concrete.

316-2 **Measurement and Payment.**

The price for 'Rock Mulch' is included in the lump sum bid item 'Rock Mulch' and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for performing all work in installing the rock, complete and in place as shown on the plans. No additional compensation for this item shall be allowed.

316-3 **Rock for Concrete Dissipator Installation.**

Install rock in accordance with the detail on the plan prior to installing surrounding planting. Subgrade shall be compacted prior to placement. Place formwork and pour concrete pad, filling the form to approximately 75% full. Begin at one end placing cobble with flat top facing upward. Trowel concrete to the underside of each rock prior to placing on concrete pad. Cobble shall be placed as laid out on plan with a minor swale at the middle, creating a trough to direct water to furthest end of dissipator. Hand place rock mulch to achieve a tightly fitted layout of rock with minimal gaps, no greater than 1-1-2" between individual stones. Fill voids at surface with concrete or mortar to direct water, yet leaving surface of rock rough to dissipate water flows.

Clean cobbles prior to installation. Protect all existing paving during installation operations with layers of cardboard or plywood to deter damage by site work. Exposed surfaces of cobblestone shall be clean and free of dirt, discoloration and concrete.

316-4 **Measurement and Payment.**

The price for 'Rock for Concrete Dissipator' is included in the lump sum bid item 'Concrete Dissipators' and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for performing all work in installing the Concrete Dissipators, complete and in place as shown on the plans. No additional compensation for this item shall be allowed.

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1

Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitigated Negative Declaration (MND) for Central Ave. Mini Park, Project No. 275356, as referenced in the Contract Appendix. You must comply with all requirements of the MND and Deletion of a Noise Wall Mitigation Memorandum dated November 4, 2013 as set forth in the Contract Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES



Advance Planning & Engineering Division
(619) 446-5460

MITIGATED NEGATIVE DECLARATION

Project No. 275356
SCH No. N/A

SUBJECT: Central Avenue Mini-Park; CITY COUNCIL APPROVAL to allow for the construction of a mini-park on a vacant City owned 0.64 acre site. The new park would include the installation of a turf area, a skate park, a plaza with game tables, a bike rack, benches, two play areas (one for 2-5 year olds and one for 5-12 year olds), a perimeter block wall and/or fencing and two sound walls. The project site is located at 3650 Central Avenue between Landis Street and Dwight Street. Interstate 15 Freeway is located adjacent to the west. The project site is located within the RS-1-7 zone (Residential- single unit) as are surrounding properties to the north, east and south. The vacant site is within the Mid-City Community Planning Area. Applicant: City of San Diego, Public Works-Engineering and Capital Projects Department

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following area(s): Noise. The project as presented now avoids or mitigates the potentially significant environmental effects identified and the preparation of an Environmental Impact Report (EIR) would not be required.

- IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.

- V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

A. GENERAL REQUIREMENTS – PART I
Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

Post Plan-Check (After permit issuance/Prior to start of construction)

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Noise consultant

Note: Failure of all responsible Permit Holder's representatives and consultants to attend shall require an additional meeting with all parties present.

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division 858-627-3200**
- b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 275356, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED,

MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

Note:

Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

None Required

- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction meeting
Noise	Acoustical Reports	Sound Walls inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. NOISE

I. Prior to Permit Issuance – Plan Check:

- a. Prior to issuance of the building permit, the Permit Holder shall incorporate the requirements for environment noise mitigation on the appropriate construction documents as described in the *Noise Assessment for Central Avenue Mini-park improvements*, (URS, August 6, 2012, report).
- b. Prior to the issuance of the building permit, the Assistant Deputy Director (ADD) Environmental designee shall verify the following sound attenuation measures have been incorporated into the design of the proposed development to reduce noise levels to below 65 dB CNEL:
 1. To meet the 65 dB CNEL standard, the height of the sound attenuation walls shall be as follows: Wall A- 8 feet high, 89 feet long, Wall B- 11 feet high, 223 feet long, shown in the locations identified in figure 1 of the noise report and on the construction documents.

II. Post Construction – Prior to Final Inspection:

- a. The Permit Holder shall submit one copy of the final Acoustical Analysis with construction documents to the BI, and one copy to MMC. MMC to verify the sound attenuation barriers have been constructed in accordance with the Construction documents.

III. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:

City of San Diego:

Council Member Emerald, District 9
City Attorney (MS 56A)
Shannon Thomas (MS 93C)
Engineering and Capital Projects
Alexandra Corsi (MS 908A)
Allison Sherwood (MS 908A)
Development Services Department
Helene Deisher (MS 301)
Jeff Szymanski (MS 501)
Library Dept.-Gov. Documents MS 17 (81)
City Heights Weingart Branch (81g)

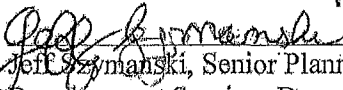
Other:

City Heights Area Planning Committee (287)
Theresa Quiros (294)
Fox Canyon Neighborhood Association (295)
Fairmount Park Neighborhood Association (303)
John Stump (304)

VII. RESULTS OF PUBLIC REVIEW:

- (x) No comments were received during the public input period.
- () Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.
- () Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.

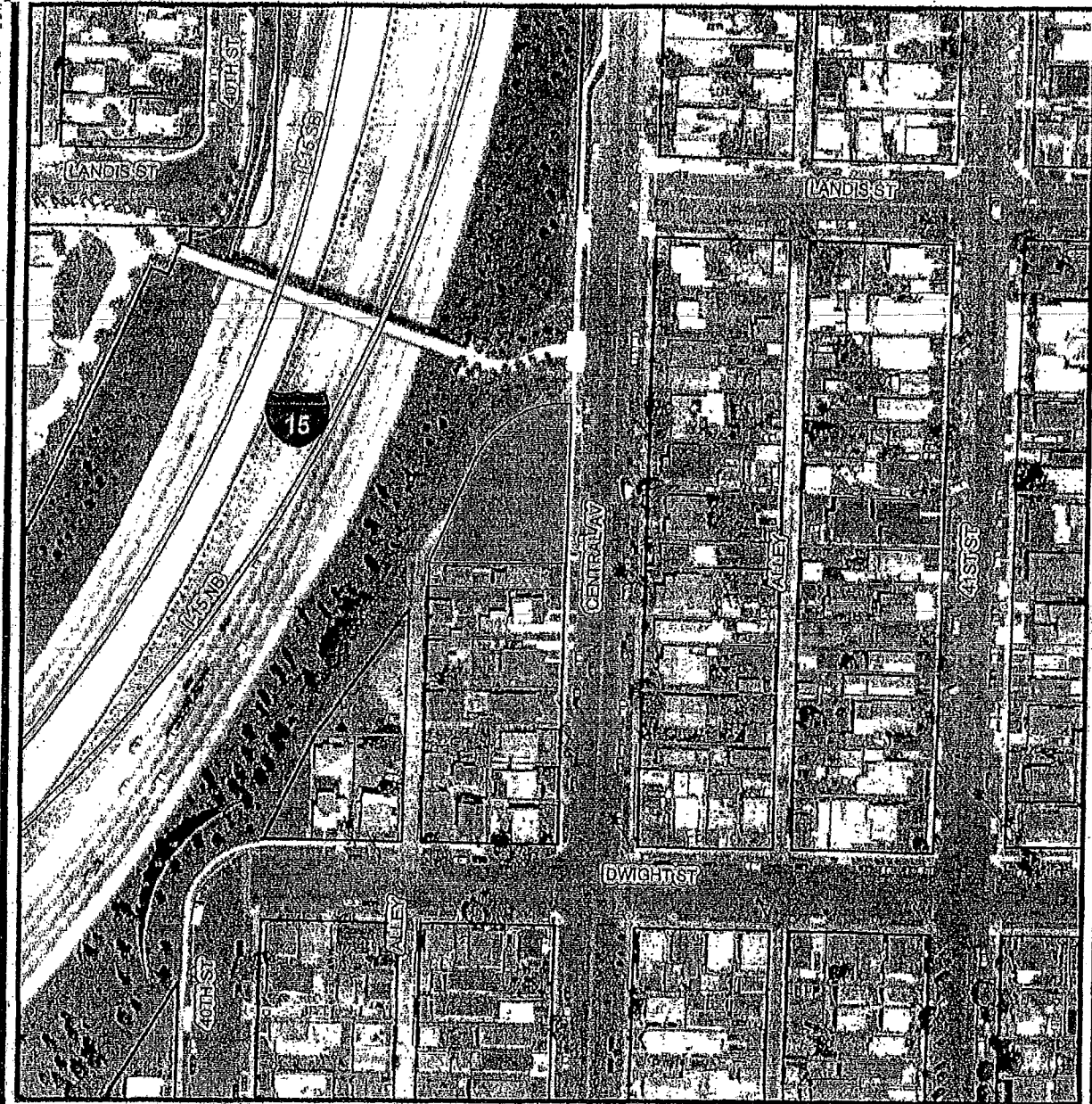

Jeff Szymanski, Senior Planner
Development Services Department

March 15, 2013
Date of Draft Report


April 16, 2013
Date of Final Report

Attachments:

Figure 1 – Location Map
Figure 2 – General Development Plan
Initial Study Checklist



Legend

 Central Avenue Mini Park Acquisition



No Scale

SNPITSPITS-CIP-Preliminary-Engineering-and-Program-Coordination/Existing Park & Recreation Projects/Central Avenue Mini Park Acquisition/CIP Tracking/Location Maps

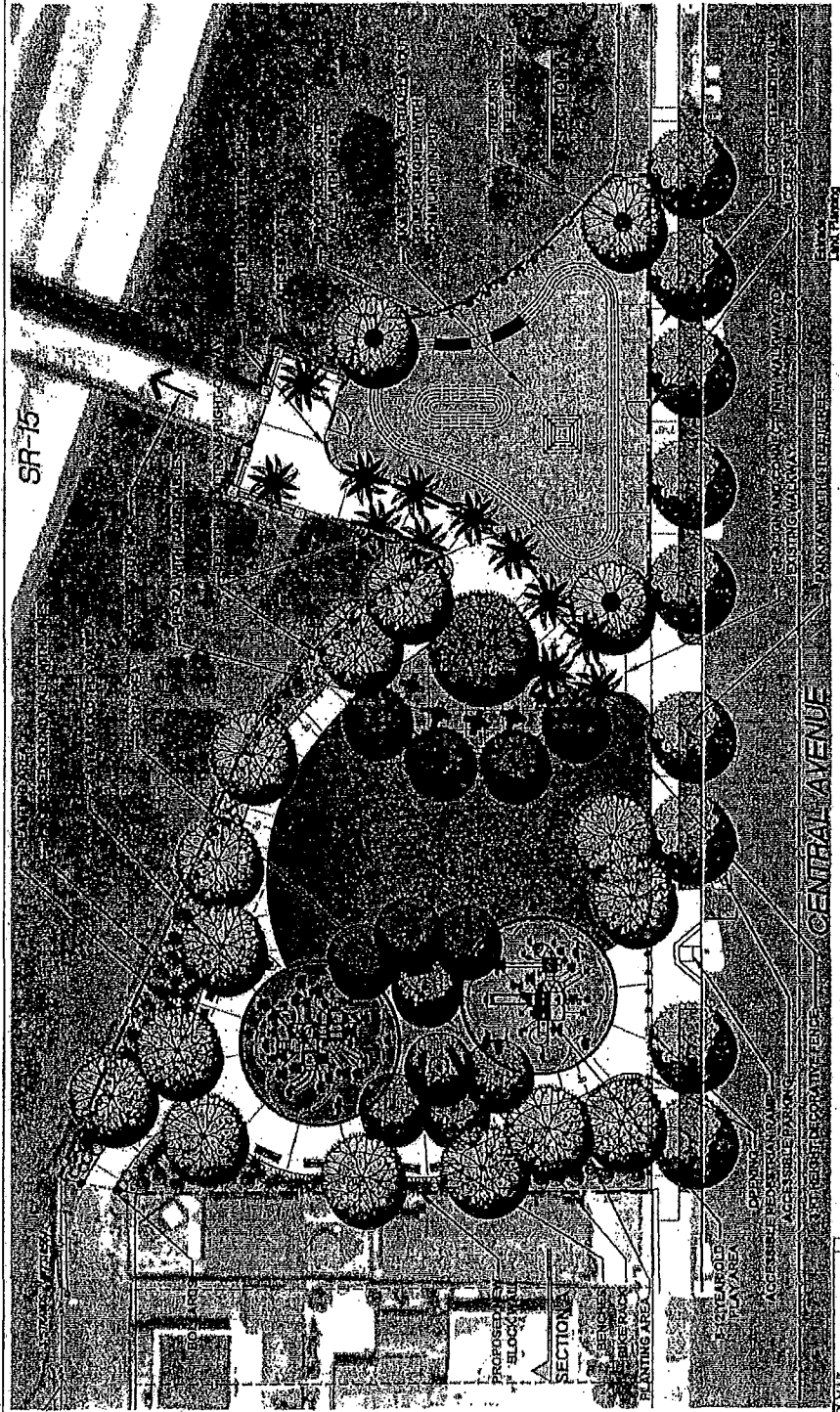


Location Map

Central Avenue Mini Park/Project No. 275356
 City of San Diego – Development Services Department

FIGURE

No. 1



**FIGURE
No. 2**

General Development Plan

Central Avenue Mini Park / Project No. 275356

City of San Diego - Development Services Department



Initial Study Checklist

1. Project title/Project number: Central Avenue Mini-park/275356
2. Lead agency name and address: City of San Diego, 1222 1st Avenue, MS 501, San Diego CA 92101
3. Contact person and phone number: Jeff Szymanski, Senior Planner
City of San Diego Development Services Department 1222 1st Avenue, MS 501
San Diego CA 92101 (619) 446-5324
4. Project location: The 0.64-acre site is located at 3650 Central Avenue within the Mid-city Community Planning Area. The Legal Description is: Lots 36-42, Block 81, City Heights, Map No. 1007 in the City of San Diego.
5. Project applicant/sponsor's name and address: City of San Diego, Public Works-Engineering and Capital Projects Department, Alexandra Corsi, 600 B Street, Suite 800, San Diego, CA 92101.
6. General plan designation: The Mid-city Community Plan designates the site for residential.
7. Zoning: The project site is zoned RS-1-7 (Residential- Single Unit).
Surrounding zoning includes RS-1-7 (Residential-Single Unit) in all directions.
8. Description of project: (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.) City Council approval to construct a mini-park on a vacant City owned 0.64 acre site. The new park would include the installation of a turf area; a skate park, a plaza with game tables, a bike rack, benches, two play areas (one for 2-5 year olds and one for 5-12 year olds), a perimeter block wall and/or fencing and two sound walls.

Specifically, the park project would contain walkways, open turf areas, planting areas, picnic areas, benches and security lighting. Access would be provided, over Interstate 15, to the YMCA. The two sound walls mentioned above would include one 11-foot high, 232 foot long wall and one 8-foot high, 89 foot long wall. These walls would be located along the western boundary of the site on the slope facing the Interstate-15 freeway. Also, a block wall on the southern boundary of the park would replace an existing wood fence. At the request of the community the applicant department negotiated with both the SD Fire Department and the City's Public Utilities Department to gain additional space. As a result of these negotiations an additional .37 acres was added to the park plan bringing the entire park up to the currently proposed 0.64 acres.
9. Surrounding land uses and setting: Surrounding land uses include residentially developed properties to the north, east and south. The Interstate 15 freeway is adjacent to the west of the park site. The 0.64-acre site is located at 3650 Central Avenue between Dwight Street and Landis Street within the Mid-city Community Planning Area. The site is currently vacant.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.) None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Aesthetics | <input checked="" type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agricultural and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input checked="" type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Geology/Soils | <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Mandatory Findings of Significance |

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I) AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista? Currently, the project site is vacant and primarily surrounded by residential development, Interstate 15 freeway is located adjacent to the west. There are no scenic vistas located within the view shed of the project site; therefore, the proposed park project would not adversely affect scenic vistas.				X
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? The project site does not support a scenic resource. Therefore, project implementation would not result in damage to scenic resources.				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings? A Visual Impact assessment was prepared for the project entitled: <i>Central Avenue Mini-Park Visual Impact Assessment</i> , (Estrada Land Planning, August 16, 2012) to determine if the proposed project would visually impact the surrounding views in the area. The analysis included three vantage points; one from the I-15 freeway and two from across Central Avenue, adjacent to the project site. Due to noise impacts associated with traffic from Interstate 15 two noise walls have been required. The analysis included before and after photo simulations which showed the proposed noise walls planted with vines and other landscaping improvements.				
The report concluded that while the sound walls would result in a moderate change to the visual quality of the area, there would be a less than significant impact to the aesthetics of the area. However, since landscaping is being proposed as a project feature and the majority of the public view of the wall would be blocked by existing Eucalyptus trees impacts would be less than significant. The report found that the overall site aesthetic would improve by virtue of the project developing a largely disturbed vacant lot the visual character of the site would be improved. Therefore, the visual quality of the proposed park's surroundings would not be negatively impacted.				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?</p> <p>The proposed project would comply with all City lighting standards and the development of the project is limited to park improvements with a limited amount of structures. The project does not have the scope to adversely affect day or nighttime views in the area.</p>				X
<p>II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project, and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:</p>				
<p>a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?</p> <p>The project site is located within a City owned vacant lot and is not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, land surrounding the proposed project is not in agricultural production and is not classified as farmland by the FMMP. Therefore, the project would not convert farmland to non-agricultural uses.</p>				X
<p>b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?</p> <p><u>See II(a)</u></p>				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?</p> <p>The proposed park site and land surrounding the project is not zoned as a forest land. Therefore, the mini park would not conflict with existing zoning for forest land.</p>				X
<p>d) Result in the loss of forest land or conversion of forest land to non-forest use?</p> <p><u>See II(a)</u></p>				X
<p>e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?</p> <p><u>See II(a)</u></p>				X
<p>III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations - Would the project:</p>				
<p>a) Conflict with or obstruct implementation of the applicable air quality plan?</p>				
<p>Because of the park's proximity to the Interstate 15 freeway an Air Quality report was prepared (URS, October 2012). The total construction and operation emissions associated with the project were calculated to be well below the San Diego Air Pollution Control District (SDAPCD) air pollutant threshold. The SDAPCD threshold is used as a guideline for the determination of significance under the City of San Diego's CEQA Determination Thresholds. However, other factors must be considered when making the significance determination.</p>				X
<p>Construction of the proposed park could increase the amount of harmful pollutants entering the air basin. However, construction emissions would be temporary. In addition, construction Best Management Practices (BMPs), such as watering for dust abatement, would reduce construction dust</p>				

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
emissions by 75 percent. Operational emissions associated with a mini park would be minimal.				
The air quality report determined that the total construction and operational emissions associated with the mini park project were well below the SDAPCD threshold. Based upon this information along with the implementation of project BMPs during construction the proposed project would not result in a conflict of air quality plans.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? Please see III.a				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and it is anticipated that implementation of BMPs would reduce potential impacts related to construction activities to a level less than significant. Therefore, the proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.				X
d) Expose sensitive receptors to substantial pollutant concentrations? Please see III.a. Based upon the results of the air quality study sensitive receptors would not be exposed to substantial pollutant concentrations.				X
e) Create objectionable odors affecting a substantial number of people? Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the proposed project would not create substantial amounts of objectionable odors affecting a substantial number				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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of people.

IV. BIOLOGICAL RESOURCES – Would the project:

- a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
The project site does not support any sensitive biological resources and would not result in any impacts to such resources.

X
- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
See IV (a)

X
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
The project site does not support any wetlands. Therefore, project implementation would not impact any wetland resources.

X
- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
No such impacts would occur. See IV (c).

X
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
No sensitive biological resources exist on the project site. Therefore, the project would not conflict with any local policies or ordinances protecting biological resources.

X
- f) Conflict with the provisions of an adopted Habitat

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? The project is not located in the City of San Diego MSCP Subarea Plan.				X

V. CULTURAL RESOURCES – Would the project:

- a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?
 The project site does not support any designated historical resources. Additionally, the project proposes minimal grading within an area that is not considered in a high sensitivity area for historical resources. Therefore, the project would not result in a substantial adverse change to archaeological resources. X

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?
 The project proposes minimal grading and would not impact archaeological resources. X

- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
 In accordance with the City of San Diego's CEQA Significance Determination Thresholds projects which would not exceed excavation depths greater than 10 feet would not have the potential to impact paleontological resources. Since the project's grading plan would not require excavation depths greater than 10 feet impacts to paleontological resources are not anticipated and mitigation is not required. X

- d) Disturb and human remains, including those interred outside of formal cemeteries?
 No such impacts would occur. X

VI. GEOLOGY AND SOILS – Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to

Issue	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Division of Mines and Geology Special Publication 42.</p> <p>The project is not located within the Alquist-Priolo Fault Zone and it is not located in proximity to any faults. The project would utilize proper engineering design and construction practices for construction. There would be no risk from rupture of a known earthquake fault in this category.</p>				X
<p>ii) Strong seismic ground shaking? See VI (a)(i).</p>				X
<p>iii) Seismic-related ground failure, including liquefaction? See VI (a)(i).</p>				X
<p>iv) Landslides? The proposed project would not expose people or structures to the risk of loss, injury, or death involving landslides. The design of the project would utilize proper engineering design and standard construction practices. There would be no impacts in this category.</p>				X
<p>b) Result in substantial soil erosion or the loss of topsoil? Construction of the project would require the removal of top soil; however, the soil would be redeposited and recompact across the site. Therefore, the project would not result in the loss of topsoil or a substantial erosion problem.</p>				X
<p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? See VI (a)(i) and (iv).</p>				X
<p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? See VI (a)(i).</p>				X
<p>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</p>				

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
See VI (a)(1).				X
VII. GREENHOUSE GAS EMISSIONS -- Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? A greenhouse gases analysis was prepared for the project which identified minimal generation of greenhouse gases during the construction phase, well below the threshold of 900 Metric tons annually. The project would result in very minimal generation of greenhouse gases during the operation phase of the project.			X	
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases? The project would be consistent with the goals of Assembly Bill 32 and Senate Bill 375. Project implementation would be consistent with all applicable greenhouse gases legislation and adopted land use plans, including the City's Progress Plan and General Plan.				X
VIII. HAZARDS AND HAZARDOUS MATERIALS -- Would the project:				
a) Create a significant hazard to the public or the environment through routine transport, use, or disposal of hazardous materials? Construction of the proposed project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. Therefore, a significant hazard to the public or environment would not be created.				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? See VIII (a).				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? The project site is not within ¼ mile of a school.				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Based upon the proposed scope of work and the lack of schools within the area of the site the project would not have the potential for the emissions of hazardous materials within ¼ mile of a school.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				
The project site is not included on a list regarding Government Code Section 65962.5 and would therefore not result in a significant hazard to the public.				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				
The project site is not located within the boundaries of an airport land use plan. The project is not located within the flight path or within airport overlay zones and therefore would not introduce any new features that would create a flight hazard.				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				
The proposed project is not located within 2 miles of a private airstrip. Therefore the project would not result in a safety hazard that would create flight hazards.				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				
Construction of the project could temporarily affect traffic circulation within the project APN and adjacent roads. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the proposed project would not hinder any emergency response activities within the community.				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to				

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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urbanized areas or where residences are intermixed with wildlands?

The project is located in a largely urbanized area; and since the project is not introducing habitable structures to the area the project would have the potential to expose people and structures to a significant loss, injury or death from wildland fires.

X

IX. HYDROLOGY AND WATER QUALITY - Would the project:

a) Violate any water quality standards or waste discharge requirements?
 Prior to construction the project will be required to submit a Water Pollution Control Plan (WPCP) which will incorporate Standard Permanent Best Management Practices (BMPs). These BMPs would be implemented during the construction phase of the project. Therefore, the project would not violate any water quality standards or waste discharge requirements.

X

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?
 The proposed project does not propose the use of groundwater. Project implementation would not result in a substantial depletion of groundwater supplies.

X

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?
 The project would result in an increase in impervious surfaces, however submitted plans indicate that surface drainage would be conveyed to the existing storm drain system, and would therefore not substantially alter existing drainage patterns.

X

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site? See IX.c.</p>				X
<p>e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? Conformance with the WPCP and compliance with the City Stormwater Regulations would prevent or effectively minimize short-term construction and long-term runoff operational impacts. Therefore, the utility project would not contribute runoff water that would exceed the capacity of existing storm water systems.</p>				X
<p>f) Otherwise substantially degrade water quality? Conformance to BMPs outlined in the WPCP for the proposed project and compliance with the City's Stormwater Regulations would prevent or effectively minimize impacts and would preclude impacts to water quality.</p>				X
<p>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? The project proposes the development of a park site on vacant land and would not be developed in a 100-year flood hazard.</p>				X
<p>h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? The project site is not located within a 100-year flood hazard area nor does it propose any structures.</p>				X
<p>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? See IX (c).</p>				X
<p>j) Inundation by seiche, tsunami, or mudflow? See IX (c).</p>				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?
Implementation of the proposed project would involve the development of a public park on a vacant City owned parcel. The park project is not proposing any features that would physically divide a community; furthermore, the project is proposing new sidewalks that could facilitate walkability within the community. Therefore, the park project would not divide an established community. X

- b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?
The project would be consistent with all applicable land use policies. X

- c) Conflict with any applicable habitat conservation plan or natural community conservation plan?
The project site is not adjacent to the Multi-Habitat Planning Area (MHPA). As such, implementation of the project would not be in conflict with the City's Multiple-Species Conservation Program (MSCP) Subarea Plan. X

XI. MINERAL RESOURCES – Would the project?

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
The area surrounding the project is not being used for the recovery of mineral resources. Similarly, the area surrounding the project site is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a known mineral resource. X

- b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?
The area surrounding the project site is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site.				

XII. NOISE – Would the project result in:

- a) Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

X

Noise is defined as an unwanted or objectionable sound. The City of San Diego has implemented significance thresholds to ensure that noise levels would not reach an unacceptable level. The maximum compatible exterior noise level for active parks is 65 decibels (dB-A) Community Noise Equivalent (CNEL). The CNEL is a 24-hour cumulative measure of community noise levels based on the A-weighted decibel. If exterior noise levels exceed the maximum compatible levels, measure should be examined to reduce the impacts to below a level of significance. Specific design techniques could be incorporated to reduce noise levels to below a level of significance.

The park project is located along Central Avenue and Interstate 15 is adjacent to the west and as a result current and future traffic volumes could result in a significant noise impact to those using the proposed Park. Therefore, an acoustical analysis report titled *Noise Assessment for Central Avenue Mini-park improvements*, (URS, August 2011) was prepared to address the possible impacts and recommend appropriate measures to mitigate any impacts identified.

The analysis was conducted in accordance with the City of San Diego's CEQA Significance Thresholds and the City of San Diego General Plan, Noise Element. To evaluate the potential noise impacts associated with the project, noise measurement were made on-site and current and future traffic noise were modeled.

The proposed park project contains both active and passive uses and according to the General Plan to be considered a compatible land use, exterior noise could not raise above 65 CNEL. The acoustical analysis show that traffic noise would result in a CNEL noise contour of 66-75 CNELs across the site.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>To mitigate for the noise impact the project would construct two sound walls along the west and northwest boundaries of the site. One wall would be 8 feet high and 89 feet long. The second wall would be 11 feet high and 223 feet long. These walls would reduce the noise levels to below 65 CNEL and would be incorporated into the Mitigation Monitoring and Reporting Program (MMRP) detailed in Section V of the Mitigated Negative Declaration (MND). Implementation of this MMRP would reduce the project's noise impacts to below a level of significance.</p>				
<p>b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels? Please see XII.a. the noise study did not identify excessive ground borne vibration or ground born noise levels.</p>				X
<p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? Please see XII.a.</p>		X		
<p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project? Construction of the proposed project would result in a temporary increase in the ambient noise levels in the project vicinity. However, based on the temporary nature of the construction of the park and surrounding noise levels in the area resulting from traffic along the streets the increase in ambient noise would be less than significant.</p>				X
<p>e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels? The proposed project is not located within the boundaries of an existing airport land use plan and therefore the project could not expose people residing or working in the project area to excessive noise levels beyond those associated with the existing conditions.</p>				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? The proposed project site is not located within proximity of a private airstrip and therefore the project could not expose people residing or working in the project area to excessive noise levels beyond those associated with the existing conditions. No impacts would result.				X

XIII. POPULATION AND HOUSING – Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? The park project would develop a vacant lot for a park. The project would not exceed any existing roadways into an undeveloped area or introduce any new roadways that could induce growth. There for the project would not induce substantial population growth.				X
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b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? Because the project would construct a park and is not removing any existing housing the action would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.				X
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c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? Because the project would construct a park on a vacant lot the action would not result in the displacement of people which would necessitate the construction of replacement housing.				X
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XIV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the				
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>public services:</p> <p>i) Fire Protection Since the park project would not result in population growth the project would not trigger the need to construct or alter governmental facilities including fire protection facilities.</p>				X
<p>ii) Police Protection The proposed project would not physically alter any police projection facilities. The construction of a park would not trigger the need to construct or alter police protection facilities.</p>				X
<p>iii) Schools The project would not trigger the need to physically alter any schools. Additionally, the proposed project would not include construction of future housing or induce growth that could increase demand for schools in the area.</p>				X
<p>v) Parks The proposed project is constructing a park. Therefore, the proposed project would not create demand for new parks or other recreation facilities.</p>				X
<p>vi) Other public facilities The park would not increase the demand for electricity, gas, or other public facilities.</p>				X
XV. RECREATION -				
<p>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? The project would construct a park; therefore the use of existing parks may be reduced.</p>				X
<p>b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? The project is building a park which contains recreational facilities. The Initial Study prepared for the project has not identified significant impacts associated with the construction of the park.</p>				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. TRANSPORTATION/TRAFFIC – Would the project?				
<p>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</p>				X
<p>The project would not result in a conflict with transportation plans or policies. The project would not result in significant or long term circulation impacts. The project would increase pedestrian and bicycle circulation by providing a link to the existing bridge that crosses over the I-15 freeway.</p>				
<p>b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</p>				X
<p>See XVI (a)</p>				
<p>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? The park project does not include any structures or new features that would exceed height requirements. Therefore, the project would not affect air traffic patterns or introduce new safety hazards related to traffic.</p>				X
<p>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</p>				X
<p>The proposed project was designed to meet City design standards and, therefore, would meet existing levels of safety.</p>				
<p>e) Result in inadequate emergency access? Construction of the project would temporarily affect traffic circulation adjacent to the park and its adjoin roads. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.</p>				X

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? The project is consistent with the community plan designation and underlying zone and would not result in any conflicts regarding policies, plans, or programs regarding public transit, bicycle or pedestrian facilities.</p>				X
<p>XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:</p>				
<p>a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? The project would result in standard consumption and not anticipated to result in additional impacts and would not exceed the requirements of the Regional Water Quality Control Board.</p>				X
<p>b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? Please see XVII.a, the construction of new water or wastewater facilities would not be required.</p>				X
<p>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? The project would not result in substantial quantities of runoff which would require new or expanded treatment facilities. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.</p>				X
<p>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? The project would not require a substantial need for water resources and consumption would be minimal therefore the park would not impact exiting water supplies.</p>				X
<p>e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the</p>				

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>project's projected demand in addition to the provider's existing commitments? See XVII (d).</p>				X
<p>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? Construction of the project would likely generate waste associated with construction activities. This waste would be disposed of in conformance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Materials able to be recycled shall be done to local standards regulating such activity. Operation of the proposed project would generate minimal solid waste associated with this category and, therefore, would not affect the permitted capacity of the landfill serving the project area.</p>				X
<p>g) Comply with federal, state, and local statutes and regulation related to solid waste? Please see XVII.f. Any waste generated by the proposed project would comply with all related statutes and regulations. No impacts would occur in this category.</p>				X
XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -				
<p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? The project does not have the potential to impact any sensitive biological resources as the site does not support these resources. Additionally, cultural and historical resources would not be impacted as these resources do not exist on the site.</p>				X
<p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past</p>				

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>projects, the effects of other current projects, and the effects of probable future projects)? The project would result in a minimal amount of Greenhouse Gases, but have not been identified as being considerable. As such, project implementation would not result in a cumulatively considerable impact.</p>			X	
<p>c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? As proposed, the park project would not have the potential to cause substantial adverse effects on human beings.</p>				X

INITIAL STUDY CHECKLIST

REFERENCES

I. Aesthetics / Neighborhood Character

- City of San Diego General Plan.
- Community Plan: Skyline Paradise Hills Community Plan
- Site specific Report: Visual Impact Assessment, Estrada Land Planning, August, 2012.

II. Agricultural Resources & Forest Resources

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

III. Air Quality

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report: Air Quality report for Central Ave. mini-park, URS, August 2012

IV. Biology

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.

- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report:

V. Cultural Resources (includes Historical Resources)

- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey:
- Site Specific Report:

VI. Geology/Soils

City of San Diego Seismic Safety Study.

U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.

Site Specific Report:

VII. Greenhouse Gas Emissions

Site Specific Report: *GHG analysis calculation and memo, City of San Diego, Public Works, Engineering and Capital Projects, January, 2012*

VIII. Hazards and Hazardous Materials

San Diego County Hazardous Materials Environmental Assessment Listing,

San Diego County Hazardous Materials Management Division

FAA Determination

State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.

Airport Land Use Compatibility Plan.

Site Specific Report:

IX. Hydrology/Water Quality

Flood Insurance Rate Map (FIRM).

Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

Clean Water Act Section 303(b) list, dated May 19, 1999, http://www.swrcb.ca.gov/tmdl/303d_lists.html.

X. Land Use and Planning

- City of San Diego General Plan.
- Community Plan: Mid-City Community Plan
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination

XI. Mineral Resources

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
- Site Specific Report:

XII. Noise

- Community Plan
- Site Specific Report:
- San Diego International Airport - Lindbergh Field CNEL Maps.
- Brown Field Airport Master Plan CNEL Maps.
- Montgomery Field CNEL Maps.
- San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- City of San Diego General Plan.
- Site Specific Report: Noise Assessment for Central Avenue Mini-park improvements, URS August 2011

XIII. Paleontological Resources

City of San Diego Paleontological Guidelines.

___ Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

___ Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

___ Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.

___ Site Specific Report:

XIV. Population / Housing

___ City of San Diego General Plan.

___ Community Plan.

___ Series 11 Population Forecasts, SANDAG.

___ Other:

XV. Public Services

___ City of San Diego General Plan.

___ Community Plan.

XVI. Recreational Resources

___ City of San Diego General Plan.

Community Plan.

- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources:

XVII. Transportation / Circulation

- City of San Diego General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.
- Site Specific Report:

XVIII. Utilities

XIX. Water Conservation

- Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

Created March 18, 2010



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: November 4, 2013

TO: Tom Tomlinson, Interim Development Services Director

FROM: Jeffrey Szymanski, Senior Planner, Environmental Analysis Section (EAS),
Development Services Department

SUBJECT: Deletion of a noise wall mitigation measure for the Central Avenue Mini Park
(PTS No. 275356)

The above referenced project would construct a mini-park on a vacant City owned 0.64 acre site. The park would include a turf area, a skate park, a plaza with game tables, bike racks, benches and two play areas (one for 2-5 year olds and one for 5-12 year olds). The project site is located at 3650 Central Avenue between Landis Street and Dwight Street. Interstate 15 Freeway is located directly to the west. The project site is located within the RS-1-7 zone (Residential-single unit) within the Mid-City Community Planning Area.

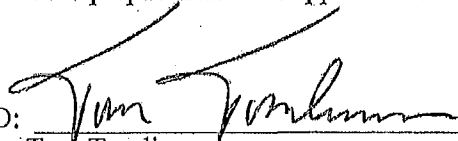
In the course of conducting the California Environmental Quality Act (CEQA) review of the project a potential noise impact was identified. The impact resulted from traffic noise on the future sensitive receptors who would use the park. An acoustical analysis report was prepared and EAS concurred with the finding that a noise wall would be required to reduce the noise impact to below a level of significance. Therefore the City of San Diego prepared a Mitigated Negative Declaration (MND) and included a noise wall as a mitigation requirement. The MND was certified on May 30, 2013.

Subsequently in the *Ballona Wetlands Land Trust vs. the City of Los Angeles* the California's Second District Court of Appeal addressed provisions of the CEQA checklist questionnaire that appear to require analysis of the effects of environmental hazards on the proposed project. The court held that such impacts are not encompassed by CEQA. The court opinion draws an explicit distinction between the "project's exacerbation of environmental hazards [and] the effects on users of the project and structures in the project of preexisting environmental hazards." It holds that "to the extent that such questions may encompass the latter effects, the questions do not relate to environmental impacts under CEQA and cannot support an argument that the effects of the environment on the project must be analyzed in an EIR."

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Tom Tomlinson, Interim Development Services Director
November 4, 2013

Based upon the recent court case, EAS re-evaluated the Central Avenue Mini-Park and it was concluded that the noise mitigation was only implemented because of the effects of a preexisting environmental condition on the project. When considering the *Ballona Wetlands Land Trust vs. the City of Los Angeles* case it was determined that the noise wall mitigation measure would no longer necessary. As shown in the *Mani Bros. Real Estate Group v City of Los Angeles (2007)*, 153 CA4th 1385, 1388, 64 CR3d 79 case a mitigation measure may be changed or deleted without preparing a supplemental EIR if the agency determines that the measure is no longer necessary to mitigate a significant impact, and that determination is supported by substantial evidence. Therefore, EAS finds that the noise wall mitigation measure may be removed from the project and that the preparation of a supplemental EIR would not be required.

APPROVED:



Tom Tomlinson
Interim Development Services Director

Date:

11/6/13

cc: Cathy Winterrowd, Interim Deputy Director, Development Services Department

APPENDIX B

Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
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 Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

Sample City Invoice

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#:		RE Fax#:				Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

APPENDIX E

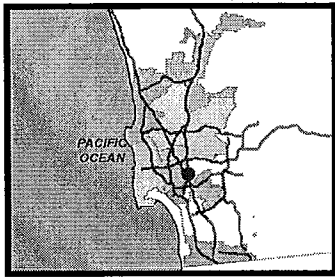
Location Map

Central Ave Mini Park Ph II Skate Plaza

SENIOR ENGINEER
SAMIR MAHMALJI
619-533-5301

PROJECT MANAGER
ALEXANDRA CORSI
619-533-4644

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Legend

 Central Ave Mini Park PhII Skate Plaza



COMMUNITY NAME: Mid City/City Heights

COUNCIL DISTRICT: 9

SAP ID: S14010

Date: February 4, 2014
Central Ave. Mini Park Phase II Skate Plaza
Appendix E - Location Map
Volume 1 of 2 (Rev. May 2014)



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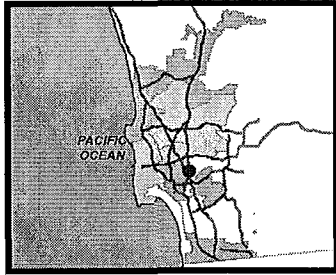
APPENDIX F
Adjacent Projects

Central Ave Mini Park Ph I

SENIOR ENGINEER
SAMIR MAHMALJI
619-533-5301

PROJECT MANAGER
ALEXANDRA CORSI
619-533-4644

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Legend

 Central Ave Mini Park Ph I



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COMMUNITY NAME: Mid City/City Heights

COUNCIL DISTRICT: 9

SAP ID: S00992



APPENDIX G

Caltrans Encroachment Permit

In compliance with (Check one):

- Your application of MARCH 13, 2014
- Utility Notice No. _____ of _____
- Agreement No. FMA of 11-8207
- RW Contract No. _____ of _____

Permit No. 11-14-NMC-0181	
Dist/Co/Rte/PM 11-SD-15/M4.37-M4.39	
Date JUNE 2, 2014	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ N/A	Payment Bond Amount (2) \$ N/A
Bond Company	
Bond Number (1)	Bond Number (2)

TO: CITY OF SAN DIEGO
 PUBLIC WORKS DEPARTMENT
 525 B STREET, SUITE 700
 SAN DIEGO, CA 92101-3865

ATTN: ALEXANDRA CORSI
 PHONE: (619) 533-4644

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 15, post mile M4.37 to M4.39, to replace paving on a pedestrian bridge approach, to replace an access control fence with a retaining wall and fence atop outside State right of way, and to provide plant establishment for disturbed planting, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Rahi Nikravesh, phone number (619) 220-5484, cell number (858) 688-1605.

The State's Inspector shall be notified seven working days prior to starting work. In addition State's Landscape Inspector, Angela Vasconcellos, phone number (619) 718-7898, shall also be notified seven days prior to starting work. Caltrans irrigation facilities may be affected by this work.

Working hours shall be 8:00 am to 4:00 pm, Monday through Friday, or as directed or approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

- Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.


This permit is void unless the work is complete before **DECEMBER 31, 2014.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

ERG:erg
 cc: Permits
 BStinnett, Reg. Mgr.
 RNikravesh, Insp.
 AVasconcellos, LS Insp.
 Permittee
 Contractor

APPROVED:

 Laurie Berman, District Director

BY:

 Ann M. Fox, District Permit Engineer

ATTACHMENT F
INTENTIONALLY LEFT BLANK

City of San Diego

CITY CONTACT: Eleida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov

Phone No. (619) 533-3449, Fax No. (619) 533-3633

ACorsiMorgan/R.Taleghai/Lad

ADDENDUM "A"

FOR



CENTRAL AVE. MINI PARK PHASE II SKATE PLAZA

BID NO.:	<u>L-14-1221-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>S-14010</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>BE</u>

BID DUE DATE:

1:30 PM

JULY 31, 2014

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/Architect:

Vicki Estrada
1) Registered Architect

7/14/2014
Date

Seal:



Sam M
2) For City Engineer

7/14/2014
Date

Seal:

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.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. VOLUME 1

1. To the Supplementary Special Provisions, page 43 Section 7- Responsibilities of the Contractor, subsection 7-25 Specialty Concrete Contractor/Subcontractor Qualifications Requirements, Second paragraph, delete in its entirety and substitute with the following

References for representative examples of previous experience constructing and applying similar materials and textures shall be submitted for review and approval by the City Project manager who shall confer with the Landscape Architect, and the skate facility contractor to determine whether the Contractor meets the stated qualifications described in these contract documents. The submittal of qualifications and examples shall be included with the Bidding documents, Volume 2 on the Form Specialty Concrete Sub-Consultant Information – Form B-7, page 4 of this addendum. Bids not containing this completed form shall be disqualified.

James Nagelvoort, Director
Public Works Department

Dated: *July 15, 2014*
San Diego, California

JN/RT/Lad

BIDDING DOCUMENTS

Central Avenue Mini Park – Phase 2 Skate Plaza

SPECIALTY CONCRETE SUB-CONSULTANT INFORMATION

The proper installation of specialty concrete finishes for skate parks, skate plazas or other skating facilities, such as those required for this project is critical to the success of the project. The bidder, or the bidder's subcontractor, that will be installing the specialty concrete finishes shall have a minimum of one project installed of similar size or larger, exhibiting installation of skate facility concrete paving, shotcrete skate feature paving, metal fabrication and installation work.

I. CONCRETE INSTALLER

- Contractor: _____
- Project Manager/Foreman: _____
- Phone Number: _____
- Client / Owner of Skate Facility: _____
- Client / Owner Phone Number: _____

II. COMPARABLE PROJECT LIST (PROVIDE MINIMUM OF 1)

1. Project Name: _____
 Address: _____
 Name of Contact: _____
 Phone Number: _____

2. Project Name: _____
 Address: _____
 Name of Contact: _____
 Phone Number: _____

3. Project Name: _____
 Address: _____
 Name of Contact: _____
 Phone Number: _____


Provide two (2) color photos, 8"x10" in size, of each installation listed above. Photo #1 shall show the approximate size of the installation. Photo #2 shall be taken approximately 2 to 3 feet from the respective paving surface. Photos shall clearly show the detail associated with the skating surface finish. The bidder must submit the above information along with the color photos with the bid. Failure to submit the information and photos shall be considered a non-responsive bid and therefore the bidder shall be considered non-responsive.

Signature of Bidder

Date

7/31/14 CD
Valid

City of San Diego

CONTRACTOR'S NAME: APR CONSTRUCTION 

ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

CITY CONTACT: Eleida Felix Yackel - Contract Specialist, Email: EFelixYackel@sandiego.gov

Phone No. (619) 533-3449, Fax No. (619) 533-3633

ACorsiMorgan/RTaleghani/Lad

CONTRACT DOCUMENTS FOR



CENTRAL AVE. MINI PARK PHASE II SKATE PLAZA

VOLUME 2 OF 2

BID NO.: L-14-1221-DBB-2

SAP NO. (WBS/IO/CC): S-14010

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 9

PROJECT TYPE: BE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- PREVAILING WAGE RATES: STATE FEDERAL

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME I COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

DESCRIPTION

PAGE NUMBER

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal..... 3
2. Bid Bond..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 7
4. Contractors Certification of Pending Actions 8
5. Equal Benefits Ordinance Certification of Compliance..... 9
6. Proposal (Bid) 10
7. Form AA35 - List of Subcontractors 13
8. Form AA40 - Named Equipment/Material Supplier List 14

BIDDING DOCUMENTS

PROPOSAL

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.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

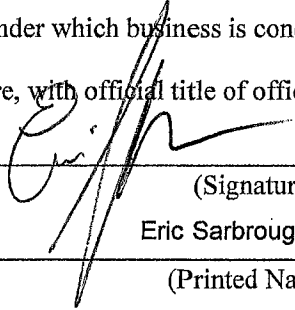
- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

- (3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

- (1) Name under which business is conducted APR Construction Inc.
- (2) Signature, with official title of officer authorized to sign for the corporation:


(Signature)
Eric Sarbrough

(Printed Name)
President

(Title of Officer)

(Impress Corporate Seal Here)
- (3) Incorporated under the laws of the State of California
- (4) Place of Business (Street & Number) 3916 Murray Hill Rd

BIDDING DOCUMENTS

(5) City and State La Mesa Ca Zip Code 91941
(6) Telephone No. 619 247 7327 Facsimile No. 619 464 3835
(7) Email Address eric@aprconstruction.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION B General Contractor

LICENSE NO. 940-651 EXPIRES 12,31, 2015

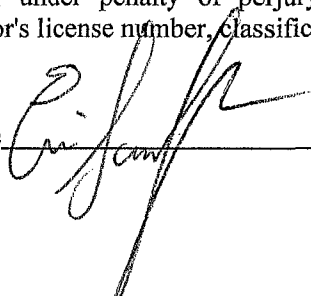
This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

Email Address: eric@aprconstruction.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

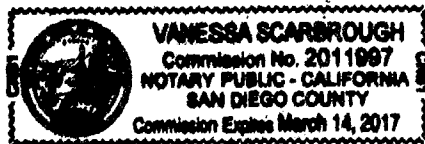
I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 31 DAY OF July, 2014.

Notary Public in and for the County of San Diego, State of California


(NOTARIAL SEAL)

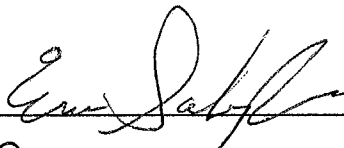


BIDDING DOCUMENTS

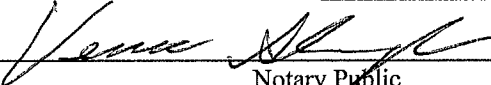
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND
PUBLIC CONTRACT CODE 7106**

State of California)
) ss.
County of San Diego)

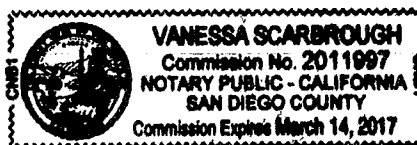
Eric Scarbrough, being first duly sworn, deposes and says that he or she is President of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and 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.

Signed: 
Title: President

Subscribed and sworn to before me this 31 day of July, 2014.


Notary Public

(SEAL)



BIDDING DOCUMENTS

CONTRACTORS 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.

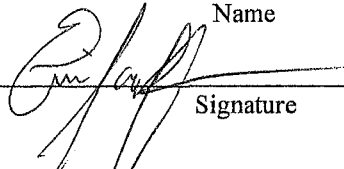
CHECK ONE BOX ONLY.

- 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: APR Construction Inc.

Certified By Eric Scarborough Name Title President

 Signature Date 7, 31, 14

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION	
Company Name: APR Construction Inc.	Contact Name: Eric Scarbrough
Company Address: 3916 Murray Hill Rd.	Contact Phone: 619 247 7327
	Contact Email: eric@aprconstruction.com

CONTRACT INFORMATION	
Contract Title: Central Ave Mini Park Phase 2 Skate Plaza	Start Date: Aug 1st 2014
Contract Number (if no number, state location): California L-14-1221-DBB-2	End Date: Jan 1st 2015

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Eric Scarbrough		7,31,14
Name/Title of Signatory	Signature	Date

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

(Rev 02/15/2011)

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Central Ave. Mini Park Phase II Skate Plaza**, for the City of San Diego, in accordance with these contract documents for the prices listed below. 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 to Award of the Contract. 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 e.g., bond and insurance.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	237990	9-3.1	Construction of Park Improvements	 	\$ 333,000.00
2	1	LS	524126	2-4.1	Bonds (Payment and Performance)	 	\$ 9,000.00
3	1	AL	237310	7-5.3	CalTrans Encroachment Permit - Type I	 	\$1,000.00
4	1	AL	237310	9-3.1	Special Inspection - Type I	 	\$5,000.00
5	1	LS	237990	9-3.4.1	Mobilization	 	\$ 8,500.00
6	1	AL		9-3.5	Field Orders - Type II	 	\$20,280.00
7	1	LS	541330	701-13.9.5	Water Pollution Control Program Development	 	\$ 1,400.00
8	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation	 	\$ 2,500.00
9	1	AL	236220	7-5.3	Building Permit Fee -- Type I	 	5,000.00
ESTIMATED TOTAL BASE BID:							\$ 385,680.00

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 9 inclusive) amount written in words:

Three hundred and eighty five thousand six hundred and eighty dollars and zero cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: ^{1 Addendum}

The names of all persons interested in the foregoing proposal as principals are as follows:

Eric Scarbrough

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Bidder: N/A

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

BIDDING DOCUMENTS

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done 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 shall 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 that 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 (MUST BE FILLED OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>MG Creations Skate Park</u> Address: <u>508 Woodlawn Way</u> City: <u>Santa Cruz</u> State: <u>CA</u> Zip: _____ Phone: <u>760 473-6487</u>	<u>contractor</u>	<u>908-910</u>	<u>concrete skate park</u>	<u>193000.00</u>	<u>N/A</u>	<u>no</u>	<u>no</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____							

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

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

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

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

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

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Hanson Concrete</u> Address: <u>9229 Hanson Hunt</u> City: <u>SD</u> State: <u>CA</u> Zip: <u>92110</u> Phone: _____	<u>Supplier</u> <u>Concrete</u>	<u>\$6,000.00</u>	<u>Yes</u>	<u>Hansons</u>	<u>N/A</u>	<u>N/A</u>
Name: _____ Address: <u>7560 Convey Ct</u> City: <u>Clairmont</u> State: <u>CA</u> Zip: <u>92111</u> Phone: _____	<u>Rebar</u> <u>Sand</u> <u>water proof</u>	<u>\$5,000.00</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>	<u>N/A</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

Felix Yackel, Eleida

From: eric@aprconstruction.com
Sent: Tuesday, August 05, 2014 10:15 AM
To: Felix Yackel, Eleida
Subject: APR Construction Inc. /// Material Supplier Sheet.
Attachments: scan0071.pdf

Attached is the Material Supplier for Rebar.

Thanks, Eric



Eric Scarbrough
(619) 247-7327

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, location(s) (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed DOLLAR VALUE, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED IN)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>Hanson Concrete</u> Address: <u>9229 Hanson Hunt</u> City: <u>SD</u> State: <u>CA</u> Zip: <u>92110</u> Phone: _____	<u>Supplier</u> <u>Concrete</u>	<u>\$6,000.00</u>	<u>Yes</u>	<u>Hansons</u>	<u>N/A</u>	<u>N/A</u>
Name: <u>White Cap Inc.</u> Address: <u>7000 Canyon</u> City: <u>Charmant</u> State: <u>CA</u> Zip: <u>92111</u> Phone: _____	<u>Rebar</u> <u>sand</u> <u>water proof</u>	<u>\$5,000.00</u>	<u>Yes</u>	<u>NO</u>	<u>N/A</u>	<u>N/A</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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
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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	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone:
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents may cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That APR Construction, Inc. as Principal, and Indemnity Company of California, 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

Park Remodel, Phase 2, at 3650 Central Ave., San Diego, CA 92113

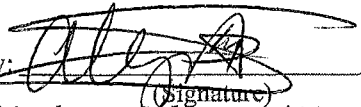
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes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

SIGNED AND SEALED, this 23rd day of July, 2014

APR CONSTRUCTION, INC. (SEAL)
(Principal)

INDEMNITY COMPANY OF CALIFORNIA (SEAL)
(Surety)

By:  (Signature)

By:  (Signature)
Elisabethe Salazar, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles

On July 23rd, 2014 before me, Trina Lee Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Elisabete Salazar
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(\$)
whose name(\$)
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(\$),
or the entity upon behalf of which the person(\$)
acted, executed the instrument.

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

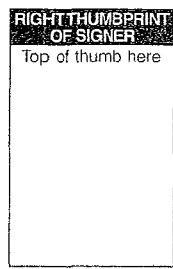
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

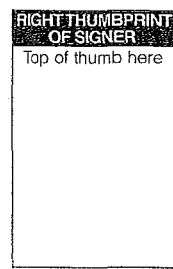
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Patricia Zenizo, Margaret S. Rodriguez, Pietro Micciche, Elisabete Salazar, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

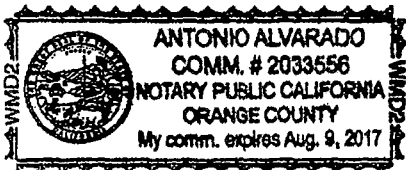
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 23rd day of July, 2014.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

BIDDING DOCUMENTS

Central Avenue Mini Park – Phase 2 Skate Plaza

SPECIALTY CONCRETE SUB-CONSULTANT INFORMATION

The proper installation of specialty concrete finishes for skate parks, skate plazas or other skating facilities, such as those required for this project is critical to the success of the project. The bidder, or the bidder's subcontractor, that will be installing the specialty concrete finishes shall have a minimum of one project installed of similar size or larger, exhibiting installation of skate facility concrete paving, shotcrete skate feature paving, metal fabrication and installation work.

I. CONCRETE INSTALLER

- Contractor: MG Creations Skatepark Const. Lic # 908-910
- Project Manager/Foreman: Mike Greenwald
- Phone Number: 760 473-5481
- Client / Owner of Skate Facility: Mike Greenwald
- Client / Owner Phone Number: (760) 473-5481

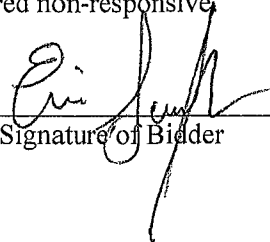
II. COMPARABLE PROJECT LIST (PROVIDE MINIMUM OF 1)

1. Project Name: Derby Park Remodel/Restoration
Address: 508 Woodland Wy, Santa Cruz CA
Name of Contact: Mauro Garcia
Phone Number: (831) 420-5361

2. Project Name: _____
Address: _____
Name of Contact: _____
Phone Number: _____

3. Project Name: _____
Address: _____
Name of Contact: _____
Phone Number: _____

Provide two (2) color photos, 8"x10" in size, of each installation listed above. Photo #1 shall show the approximate size of the installation. Photo #2 shall be taken approximately 2 to 3 feet from the respective paving surface. Photos shall clearly show the detail associated with the skating surface finish. The bidder must submit the above information along with the color photos with the bid. Failure to submit the information and photos shall be considered a non-responsive bid and therefore the bidder shall be considered non-responsive.



Signature of Bidder

7,31,14

Date

MG Creations Skatepark Construction

Lic.908910

322 Centennial St. Santa Cruz, CA. 95060

ph.760-473-5481 FAX: 831-316-0720 Email: mike@skateboardlockers.com

Comparable Project List:

1. Derby Park Remodel / Restoration
508 Woodland Way, Santa Cruz CA

Owner: City of Santa Cruz

City Contact: Mauro Garcia, (831)-420-5361

Architect / Project Supervisor: Zach Wormhoudt, Office: (831)-426-8424
Cell: (831)-334-4022

2. Fort Bragg Skatepark Phase II
300 S. Lincoln St. Fort Bragg, CA

Owner: City of Fort Bragg

City Contact: Laura Parsons (707)-961-2823 ext. 120

3. 4th Ave. Skatepark
553 S. 4th Ave. La Puente, CA

Owner: City of La Puente

City Contact: Jeffrey Biben (323)-260-3449

Architect: Charles Strawter (661)-295-4631

MG CREATIONS CONSTRUCTION **LIC. 908910**
322 CENTENNIAL ST. SANTA CRUZ, CA. 95060
PH: 760-473-5481 FAX: 831-316-0720
EMAIL: MIKE@SKATEBOARDLOCKERS.COM

July 28, 2014

To: APR Construction, Inc.

Project: Central Ave. Mini Park Phase II Skate Plaza

PROJECT PROPOSAL:

MG Creations has carefully examined the bidding documents for the proposed work including the building plans and specifications. We hereby offer to furnish all labor, materials and equipment to complete the proposed work (listed below) on this project in accordance with the contract documents for the following **Lump Sum: Price to Follow**

- Fabricate and install all Metal edging / coping / Handrails (2" x 2" Square and 2" round)
- Supply and install all Concrete Pool Coping
- Install Shotcrete and CIP obstacles:
- "Wave Sculpture with Tube Edging"
- "Clam Shell with Pool Coping"
- "Volcano with 2" Dia. Pipe Edging"
- "Radial Vertical Wall (8" Hori. Radius)"
- "Rooftop with Metal Rails"
- "Transition Ramp with Metal Rails"

Exclusions:

1. Rough Grading to within 6" finish grade
2. Subgrade compaction
3. Permit Fees and/or bond fees.
4. Cost of all testing and inspections.
5. Erosion Control/SWPPP and BMP's
6. Security fencing and/or personnel
7. Construction Water
8. Import/Export of onsite material.
9. Landscaping
10. Graffiti Removal

MG Creations Construction- Skate Park Specialist

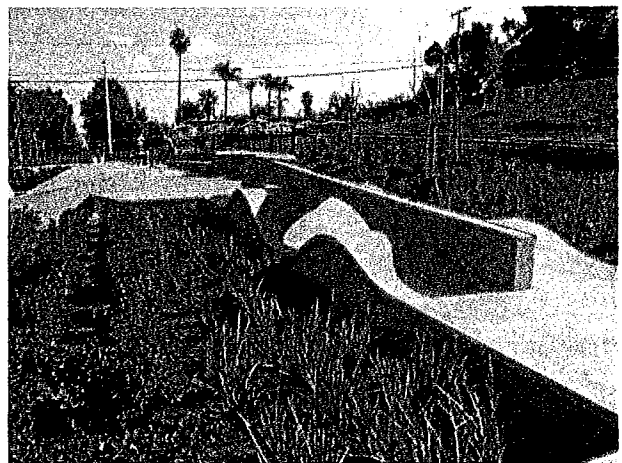
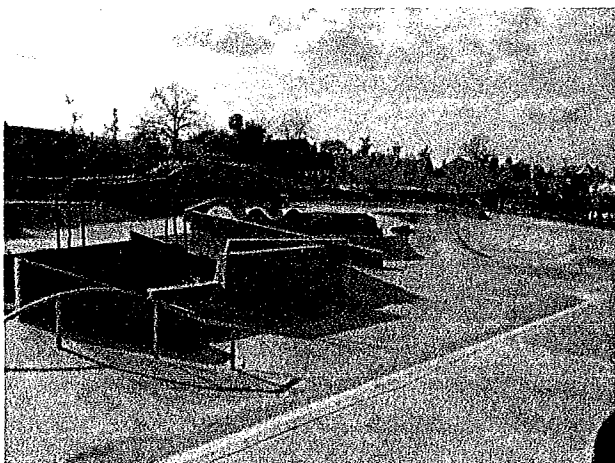
CA Contractors License 908910: B - Building, C- 8 Concrete

Hello! My name is Mike Greenwald, owner of MG Creations Construction. I have had a lifelong passion for skateboarding and have participated in the sport as a competitor, teacher, author, skate park designer, consultant and builder. I was ten years old when I began skateboarding and building skateboard ramps. As my skateboarding got better, so did my building skills. At 17, I had the opportunity to learn from Tim Payne, one of the Masters within the skateboard park building community. Within several years I had taken over his role as the designer / builder of the world renown Element YMCA Skateboard Summer Camp. For nearly 20 years I have been the master designer and builder of this ever-changing facility.

In 2001, I began working on concrete skate parks. Initially my specialty was the complex carpentry involved in forming the various obstacles. In a short time, I became a crew leader, performing and overseeing all of the trades involved in producing a concrete skate park from layout, equipment operation, and coping fabrication to shot-crete placement and finishing. I continually find joy in shaping and finishing concrete to a smooth gloss.

My high expectations of my own work has always inspired my crew members. I take great pride in working within a team of true craftsmen. The work is fun, being able to test the final product is great, but hearing the compliments and seeing the smiles of other skaters as they ride over our work is the best! I have included several letters of recommendation I received. Thank you for your consideration.

Very truly yours,
Mike Greenwald, MG Creations Construction
888-203-0001





PARKS AND RECREATION
323 Church Street, Santa Cruz, CA 95060 • 831 420-5270 • Fax: 831 420-5271 • www.santacruzparksandrec.com

June 6, 2012

Re: MG Creations, Mike Greenwald

To Whom It May Concern:

The City of Santa Cruz, Parks and Recreation Department reconstructed the Sergeant Charles Derby Skate Park in the spring 2012. The project team included the Zach Wormhoudt (Wormhoudt Inc.), design consultant, Mike Greenwald (MG Creations), general contractor and Mauro Garcia (Parks Superintendent), City of Santa Cruz. At the onset of the project, the project scope involved installation of steel reinforcement and a four inch concrete overlay to the entire skate park. This project scope was considered to be the least obtrusive to the daily skating activities that occur at the skate park as well as to provide minimal design changes to what many considered a historical skateboarding site.

Soon after construction began, it became evident that the skating community had not been consulted as thoroughly as anticipated, resulting in an outcry from the skate park users for cancellation of the project.

Since Mike Greenwald was on site, he became the target for venting of concerns by many of the skate park users. Mike remained extremely calm and collected during this period and listened to skate park users while informing them of the desired goals and outcomes of the project. Mike was able to keep the situation calm at the construction site and discuss and evaluate potential improvements to the skate park. In addition, Mike hired a couple of the local skaters who had previous construction experience to serve on his construction team and to evaluate some of the suggested changes by the skating community. Once design changes were identified, Mike provided a very reasonable price for the improvements in addition to donating one of the new elements which was incorporated into the skate park. Along with a more intensive public relations effort by the rest of the project team, the project turned into a very successful capital improvement project that received rave reviews from the skaters, elected officials, community and press.

Mike's quality workmanship, project planning, expertise, ability to relate to the skaters, political sensitivities, calm demeanor and dedication to producing a quality project, played a huge part in the eventual success of the project. The City of Santa Cruz was fortunate to have Mike Greenwald and MG Creations as part of the Sergeant Charles Derby Skate Park Renovation Project.

If you have any questions on this matter, please feel free to contact me at 831-420-5366
or mgarcia@cityofsantacruz.com

Sincerely,

A handwritten signature in cursive script that reads "Mauro Garcia". The signature is written in black ink and is positioned above the typed name and title.

Mauro Garcia
Parks Superintendent
City of Santa Cruz

Dave Gardner

Santa Cruz, CA. • Phone: (831) 334-0112

E-Mail: bwdaveg@hotmail.com

May, 2012



To whom it may concern,

I write to highly recommend Mike Greenwald as a skatepark builder and concrete sculptor. This recommendation stems from my experiences around Mike's resurfacing and reimagining Derby Park in Santa Cruz, May of 2012. I have been riding concrete parks and pools for almost thirty years, including Derby almost that entire time. As well I have concrete and park design experience. I have seen much done well and much done terribly, and I know the difference from a skateboarder's point of view.

The Derby Park project was both hugely important and also an unenviable responsibility. Derby holds a huge place in Santa Cruz skateboarding and is something of an icon. Dating to 1977, it is one of the oldest consistently ridden places in California, if not the world. Subsequently, Derby has inspired a very intensely devoted following. To tamper with well known surfaces and lines would be to tempt fate. Anything less than an excellent job would call for some serious consequences. Anything less than a dedicated and knowledgeable crew, composed of real and practicing skaters, would be unacceptable, a disaster even.

Into this position and situation stepped Mike. Quietly, quickly, efficiently, with an expert and imaginative crew, Mike got it done right. He dealt with the original skate community's panic with calm and cool. Once the skaters knew he was in charge, all was well. The work was and is beautiful, and honors the integrity of the original park. The surface and new curves and bumps are all a dream. Everyone is ecstatic. Old characters have come out of the woodwork, and there are more little kids than ever. I would call it all an overwhelming success.

I am 41 years old or young and I can't believe how well it all turned out. Mike made it happen and I consider him a budding folk hero for his work. An absolutely excellent job amidst many possible perils. I rode the park today and all these years later it was as much fun or more than ever. I would trust Mike on any concrete or skate related project, 110%. He gets my highest recommendation.

Thank you for your time and feel free to contact me if needed.

Dave Gardner



CITY OF FORT BRAGG

416 N. FRANKLIN ST., FORT BRAGG, CA 95437
PHONE: (707) 961-2823 FAX: (707) 961-2802
HTTP://CI.FORT-BRAGG.CA.US

December 20, 2011

RE: Letter of Recommendation for Mike Greenwald

Dear Mike Greenwald:

I am writing this letter to express the City of Fort Bragg's enthusiastic recommendation for your work as a skate park contractor. The Engineering/Public Works staff has enjoyed working with you during construction of Phase II of the Fort Bragg Skate Park. As you know, Phase II included constructing the skate park's bowl, additional skate features, a set of stairs, and a walkway. This project was under construction between September and December of 2011, and totaled approximately \$141,340.

City staff truly appreciated the high quality product you provided. We think the park turned out beautifully, and we can see the level of detail and the quality of construction you provided through every aspect of the park. We were also grateful for how patient you were with answering all City staff questions. You always gave us a clear picture of the status of the project and explained any issues at hand so it was easy for us (as non skate park builders) to understand. The project was completed on time and under budget, with absolutely no problems. And while the project was completed on time, it was not completed in a rushed or sloppy manner. It seemed you knew how to pace yourself properly and simply gave attention to detail where it was needed.

Completion of the skate park bowl represents a great new asset to our somewhat isolated coastal community. The bowl truly completes the skate park and will give youth in Fort Bragg a great venue for spending quality time outside with their friends, pursuing a physically challenging activity. The quality of construction will surely keep the park available to Fort Bragg youth for many years to come.

If you would like any additional information about the City's perspective on your excellent work, please do not hesitate to call me at 961-2823 x120 or send an email to lparkers@fortbragg.com. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Laura Parsons".

Laura Parsons, P.E.
Skate Park Phase II Project Manager
Engineering Technician
City of Fort Bragg



Redwood Coast Skateboards
Full Service Skate and Print Shop
210 E. Redwood Ave. Fort Bragg, Ca. 95437
(707) 964-3458



1/19/2012

To Whom it May Concern:

I had the pleasure of meeting Mike Greenwald in the Fall of 2011. A fine human and a dedicated family man.

Myself having over 25 years experience in commercial construction, I am absolutely impressed with his knowledge, work ethic, ability to apply in the field what is written on paper, and the ability to deal with problems before they become one. His attention to detail is top notch!

My son and I skate all over the U.S. and feel he is one of the finest finishers in the business. Being a skater himself, he understands what is expected. Our flow section is one of the finest around. Coping, block all set perfect.

I believe Mike would be an asset to any company, large or small. We were blessed to have him. He does what he says he will in wood or concrete.

Sincerely, Lance Folley

Owner Redwood Coast Skateboards

GRAVITY SKATEBOARD TEAM MEMBER

Lance M. Folley

1/19/2012

APPENDIX A

Mitigated Negative Declaration/ Deletion of a Noise Wall Mitigation