Mr. Mark Atefi, President
Atlas Development, Inc.
991C Lomas Santa Fe Drive, #115
Solana Beach, CA 92075
P: (619) 200-0902 F: (858) 350-9337

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ **FAX NO.:** _____
CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
DVanMartin/JBorja/egz

CONTRACT DOCUMENTS

ORIGINAL

FOR

WIGHTMAN STREET NEIGHBORHOOD PARK

VOLUME 1 OF 2

BID NO.:	K-16-1344-DBB-3
SAP NO. (WBS/IO/CC):	S-00767
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	9
PROJECT TYPE:	GE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM
SEPTEMBER 22, 2015
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 Architect:

Vicki Estrada

1) Registered Architect

8-10-2015
Date

Seal:

Samir M

2) For City Engineer

8/10/15
Date

Seal C 73711

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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracts at the location, time, and date shown on the cover of these specifications for performing work on **Wightman Street Neighborhood Park** (Project).

2. **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.

3. **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.

4. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**

4.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	**11.1%**
2.	ELBE participation	**24.5%**
3.	Total mandatory participation	**35.6%**

4.2. The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/

4.3. The Bid will be declared **non-responsive** if the Bidder fails the following mandatory conditions:

4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good

faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

4.4. For additional Equal Opportunity Contracting Program requirements, see Attachment C.

5. PRE-BID MEETING:

5.1. 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 Contracts Conference Room, at 1010 Second Avenue 14th Floor, San Diego, CA 92101 at **10:00 AM,** on **August 27, 2015.**

5.2. All potential bidders are encouraged to attend.

5.3. 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 Contracts at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. **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 vendor registration and bid management system, BidsOnlineTM hosted by PlanetBids System. For additional information go to:

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

6.2. 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.

7. 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.

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

8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the

California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

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

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

8.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and ATLAS DEVELOPMENT, INC, herein called "Contractor" for construction of **Wightman Street Neighborhood Park;** Bid No. **K-16-1344-DBB-3;** in the amount of ONE MILLION EIGHT HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 98/100 ($1,883,850.98), 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) Long-Term Revegetation Maintenance Contract.

   (e) That certain documents entitled **Wightman Street Neighborhood Park** on file in the office of the Public Works Department as Document No. **S-00767,** 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 **Wightman Street Neighborhood Park,** Bid Number **K-16-1344-DBB-3,** San Diego, California.

3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.

4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

5. This contract is effective as of the date that the Mayor or designee signs the agreement.

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

THE CITY OF SAN DIEGO

By _____
Eleida Felix Yockel
Senior Contract Specialist
Public Works Contracts

Date: 2/3/2016

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By _____

Print Name: Mark M. Mercer
Deputy City Attorney

Date: 2/4/16

CONTRACTOR

By _____

Print Name: Mark Atefi

Title: President

Date: 10/22/15

City of San Diego License No.: 2010000550

State Contractor's License No.: 858038

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003093

CONTRACT FORMS

ATTACHMENTS

Executed in Triplicate

Bond No. 2119153
Premium: $24,572.00

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

ATLAS DEVELOPMENT, INC, a corporation, as principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of ONE MILLION EIGHT HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 98/100 ($1,883,850.98) for the faithful performance of the annexed contract, and in the sum of ONE MILLION EIGHT HUNDRED EIGHTY-THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND 98/100 ($1,883,850.98) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Wightman Street Neighborhood Park;** Bid Number, **K-16-1344-DBB-3;** 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 I 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 OCTOBER 26, 2015

Approved as to Form

Jan I. Goldsmith, City Attorney

By _____
Deputy City Attorney

Approved:

By _____
Eleida Felix Yacker
Senior Contract Specialist
Public Works Contracts

Atlas Development Corporation
Principal

By _____

Mark Atefi
Printed Name of Person Signing for Principal

Great American Insurance Company
Surety

By _____
John R. Qualin, Attorney-in-fact

750 The City Drive South, Suite 470
Local Address of Surety

Orange, CA 92868
Local Address (City, State) of Surety

(714) 740-3145
Local Telephone No. of Surety

Premium $ 24,572.00

Bond No. 2119153

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of San Diego)

On October 26, 2015 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

MARIA HALLMARK
Commission # 1986082
Notary Public - California
San Diego County
My Comm. Expires Aug 22, 2016

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14839

POWER OF ATTORNEY

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

Name		Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL OF	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	SAN DIEGO,	$75,000,000.00
TARA BACON		CALIFORNIA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of APRIL , 2013 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of APRIL , 2013 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

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

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

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

CERTIFICATION

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

Signed and sealed this 26th day of October , 2015 .

Assistant Secretary

S1029AC (4/11)

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: **Wightman Street Neighborhood Park**

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;

Atlas Development
(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 M Ath.

Printed Name Mark Atefi

Title President

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: **Wightman Street Neighborhood Park**

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;

_____

(Name under which business is conducted)

has in place a 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 M Atefi

Printed Name Mark Atefi

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: **Wightman Street Neighborhood Park**

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

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

Dated this 2nd Day of November, 2015.

Signed M Atefi.

Printed Name Mark Atefi

Title President

AFFIDAVIT OF DISPOSAL

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

Wightman Street Neighborhood Park
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1344-DBB-3;** SAP No. (WBS/IO/CC) **S-00767;** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

_____

_____

_____

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

_____

_____

_____

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

Dated this _____ DAY OF _____, _____.

_____ Contractor
by

ATTEST:

State of _____
County of _____

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

Notary Public in and for said County and State

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project is to construct a new neighborhood park including park amenities such as children's play area with playground equipment, basketball courts, picnic area and shade structure, park landscapes, culvert crossing, concrete walkway and enhancement to Auburn Creek.

   1.1. The Work shall be performed in accordance with:

   1.1.1. The Notice Inviting Bids and Plans numbered **35040-1-D** through **35040-29-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **$2,000,100.**

3. **LOCATION OF WORK: The location of the Work is as follows:**

   5024 Wightman Street, San Diego, CA 92105

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **220 Working Days including the Plant Establishment Period of 120 days.**

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

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

   - CLASS A

ATTACHMENT B

INTENTIONALLY LEFT BLANK

ATTACHMENT C

EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

   The Contractor shall not discriminate on the basis of race, gender, 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 7:30 AM to 4:30 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 35% 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. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

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

2-5.3.3 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.

Contractor shall attain pre-designed 'Interpretive Sign' graphics and prepare submittal for review and approval. All submitted product data shall be legible and to a scale providing dimensions, thicknesses, and sizes of graphics to be manufactured by sign manufacturer as listed in the specifications.

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. Geotechnical Investigation, Wightman Park, prepared by GEOCON INC. dated July 20, 2007.

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

    ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/

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

Prior to start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California performing the survey services for the Project.

You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structure and appurtenances that is needed for the Project. A corresponding cut or fill to finished grade (or flow line) must be indicated on a grade sheet.

Surveys performed must list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used must be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.

You shall preserve construction survey stakes, control points and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed, and need to be replaced, such replacement will be performed by the Engineer at your expense.

2-9.2.1 **Survey Files.** All Computer Aided Drafting (CAD) work must be done in accordance with The City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and must be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).

All survey files must be completed in accordance with the City of San Diego's Citywide CADD Standards and must adhere to City's Microstation level and attribute structure.

The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files will be sent to Contractor if requested.

Survey files must include, but not limited to, the following items:

a. Street center line and (record width) right-of-way lines

b. Project geometry (.alg) files (this will be generated for use in InRoads)

c. 3D surface model (.dtm, break line and spot elevation) file

d. Spot elevations of the new utility main at each intersection, midblock and for any change in grade

e. Monuments

f. Curb lines (top curb and gutter)

g. All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts and poles

You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-Lines and Record Documents."

2-9.2.2 **Submittal.** Survey files shall be submitted in accordance with Section 2-5.3 "Submittals" and 2-5.4 "Red-Lines and Record Documents." You shall provide the Survey Files, proposed Drawings and or Red-Line Drawings on a CD/DVD to the Engineer and post the Survey Files, proposed Drawings and or Red-Line Drawings at the following website:

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

After the documents have been posted the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and SurveyReview@sandiego.gov

All survey work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals will be at your expense.

2-9.2.3 **Payment.** Payment for survey services shall be included in the lump sum Bid for "Field Surveys".**2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

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

    1. Drainage Study for Wightman Street Neighborhood Park prepared by Nasland Engineering dated November 14, 2008.

    2. Hydrology and Channel Hydraulics Analysis for Auburn Creek prepared by Masson & Associates, Inc. dated June 20, 2007.

    3. Biological Resources Letter Report prepared by Affinis dated March 31, 2008.

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

    ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/

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 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-7.1 **General.** To the City Supplement, ADD the following:

5. For Water projects where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Contractor shall plan and schedule work accordingly. No additional payment or working days will be granted for delays due to this moratorium.

6. 30 Working days for full depth asphalt final mill and resurfacing work required per SDG-107.

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:

General Annual Aggregate Limit	Limits of Liability
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:

Workers' Compensation	Statutory Employers Liability
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 ¾".

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.

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

ADD:

7-16 **COMMUNITY OUTREACH.**

7-16.1 **General.**

1. To ensure consistency with the City's community outreach plan for the project, the City will work with the Contractor to inform the public (which includes, but is not limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Efforts by the Contractor to mitigate construction impacts by communicating with the public require close coordination and cooperation with the City.

2. The Contractor will perform the community outreach activities required throughout the Contract Time. The Contractor shall assign a staff member who will perform the required community outreach services.

3. The Contractor shall closely coordinate the Work with the businesses, institutions, residents and property owners impacted by the Project.

   Example duties of the Contractor include notification to the businesses, institutions and residents of the commencement of construction activities not less than 5 days in advance, coordination of access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project, reporting of Contractor activities at all Project progress meetings scheduled by the Engineer, attendance to the Project Pre-construction Meeting, attendance at 2 community meetings, response to community questions and complaints related to Contractor activities, and written documentation including logging in all inquiries and complaints received into the City's Public Contact Log located on the City's SDShare site:

http://sdshare/forums/ecp/PITS/picr/Lists/Public%20Contact%20Log/AllItems.aspx.

4. The Contractor shall execute the Information Security Policy Acknowledgement Form - For Non-City Employees within 15 days of the award of the Contract if:

   a) The contact information for the Contractor is made available on any outreach materials or;

   b) The Contractor will be the primary point of contact to resolve project related inquiries and complaints.

5. Electronic Communication.

   All inquiries and complaints will be logged in to the City's SDShare site within 24 hours of receipt of inquiries and complaints.

   Any updates or a resolution of inquiries, and complaints shall be documented in the City's SDShare site within 24 hours.

   Copies of email communications shall be saved on to the City's SDShare site as individually as an Outlook Message Format (*.msg).

   All graphics, photos, and other electronic files associated with the inquiries and or complaints shall be saved into the individual record.

6. **When specified**, present your Exclusive Community Liaison to the Engineer, in writing, within 15 days of the award of the Contract.

7-16.1.2 Quality Assurance.

1. During the course of community outreach, the Contractor shall ensure the character of all persons that conduct community outreach (distributing door hangers, attending community meetings, interacting with the public, etc.), on behalf of the Contractor:

   a. Have the ability to speak and comprehend English and/or Spanish, as appropriate for the community or public they are informing,

   b. Possess and display easily verifiable and readable personal identification that identifies the person as an employee of the Contractor,

   c. Have the interpersonal skills to effectively, professionally, and tactfully represent the project, Contractor, and City to the public.

7-16.1.3 Submittals.

1. The Contractor shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.

a. Prior to distributing or mailing, the Contractor shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.

b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.

2. The Contractor will use the City's SDShare site to identify and summarize communications (via phone, in person, and email) with the public the within 24 hours of receipt, even if the Contractor's response to the individual is still incomplete. The Contractor will upload to the City's SDShare site copies of all written, electronic, and verbal communications and conversations with the public.

7-16.1.4 **Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Samir Mahmalji, Senior Engineer, Smahmalji@sandiego.gov

Debbie Van Martin, Project Manager, Dvanmartin@sandiego.gov

Resident Engineer, TBA

7-16.2 **Community Outreach Services.**

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

1. Post Project Identification Signs in accordance with section 7-10.6.2

2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet radius of the Project, of construction activities and utility service interruptions not less than 5 days in advance.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:

   a. Where Work is to be performed at least 5 days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

   b. Within 5 days of the completion of your construction activities where work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.

   c. No less than 48 hours in advance and no more than 72 hours in advance of the scheduled resurfacing.

4. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each tenant of commercial buildings abutting each of the street block segments. Where the front doors of apartment units are inaccessible, distribute the door hanger notices to the apartment manager or security officer.

5. Door Hanger Material: The Contractor shall use Blanks/USA brand, Item Number DHJ5B6WH, 1 ¼" Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

6. Mailed Notice Material: The Contractor shall use Cougar by Domtar, Item Number 2834 or approved equal.

7. For all Work on private property, contact each owner and occupant individually a minimum of 15 days prior to the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Resident Engineer.

8. A sample of public notices is included in the Contract Appendix.

7-16.2.2 Communications with the Public.

1. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.

2. The Contractor shall provide updates on construction impacts to the Resident Engineer. The Contractor shall notify the Resident Engineer in advance about time-sensitive construction impacts and may be required to distribute construction impact notices to the public on short notice.

3. The Contractor shall incorporate community outreach activities related to construction impacts in the baseline schedule and update the Resident Engineer with each week's submittal of the Three-Week Look Ahead Schedule.

4. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.

5. The Contractor shall coordinate with the Resident Engineer on all responses and actions taken to address public inquiries and complaints within 24-hours that they are received.

7-16.2.3 Communications with Media.

1. The City may allow members of the media access to its construction site(s) on a case-by-case basis only.

2. Occasionally, members of the media may show up at construction sites, uninvited. Members of the media (including, but not limited to newspaper, magazine, radio, television, bloggers, and videographers) do not have the legal right to be in the construction site without the City's permission.

3. In the event media representatives arrive near or on the construction site(s), the Contractor shall keep them off the site(s), in a courteous and professional manner, until a Public Information Officer is available to meet them at an approved location.

4. The Contractor shall report all members of the media visits to the Resident Engineer as quickly as possible, so that the City's Public Information Officer can meet with the members of the media at the construction site(s).

5. If the City allows members of the media to access a construction site, the Contractor shall allow the City to escort the media representatives while they are on the construction site and shall ensure their safety.

6. The Contractor shall require media representatives to sign in and out of the Site Visitor Log and to use Personal Protective Equipment.

7. The Contractor has a right to speak to members of the media about its company and its role on the project. All other questions shall be referred to the City.

7-16.3 **Exclusive Community Liaison Services.** If directed to conduct Exclusive Community Liaison Services, the Contractor shall retain an Exclusive Community Liaison for the Project whose sole responsibilities will be to implement 7-16.2, "Community Outreach Services" and as follows:

1. Develop a contact list of community, tenants, property owners, and agencies with a stake in the project.

2. Prepare and present of materials in coordination with the Resident Engineer.

3. Respond to community questions and complaints related to Contractor activities.

4. Write, edit, update, or produce brochures, pamphlets and news releases.

5. Provide standard telephone inquiries and e-mail responses:

   a) Respond to telephone calls and e-mails from the public.

   b) Record calls and e-mails on the City's SDShare site.

6. Provide a monthly summary report of all inquiries and complaints, including the name of the person, source of inquiry (via information line or email), phone number, address, date, and time of inquiry, who responded, and a summary of resolutions or pending resolutions to the Resident Engineer.

7. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.

8. Attendance at pre-construction, community and stakeholders meetings.

7-16.3.1 **Exclusive Community Liaison Work Plan.** The Work plan for the Exclusive Community Liaison shall address the items of Work specified in these specifications.

Present your Exclusive Community Liaison and submit your exclusive community outreach plan (in writing) **as specified** within 15 days of the Award of the Contract.

7-16.4 **Payment.** The Payment for the Community Outreach Service is included in the various Bid items. The payment for exclusive community liaison is in the bid item for "Exclusive Community Liaison Services."

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

Virtual Project Manager will be used on this contract.

ADD:

7-21 **PROTECTION OF EXISTING PLANT MATERIAL.**

7-21.1 **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) All existing trees to remain shall be trimmed per section 308-6.1.1 and trimmings disposed of per specifications.

c) Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.

d) The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.

e) 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).

f) 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.

g) 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.

h) 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.

i) 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).

j) 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.

7-21.2 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.

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."

SECTION 200 - ROCK MATERIALS.

ADD:

200-1.8 Boulders. KRC 'Desert Select' smooth, rounded boulders in varying range of subtle colors (gray to tan), or an approved equal. Boulders shall be located by Contractor, and reviewed, selected and approved by the landscape architect. Boulders shall be marked for each location using a number sequence. Boulder size shall conform to the diameters shown on the plan. Treat all exposed boulders with Anti Graffiti Coating per section 210-6. The Contractor shall submit photos of boulders to be provided illustrating the range of color and variety of sizes for each type specified, for approval by the Resident Engineer prior to purchase or installation. Photos shall be a representative record of the quality of materials to be provided. All boulders shall be free of significant fractures and disfiguration and shall be approved by the City Engineer prior to placement.

ADD:

200-1.9 Cobble. Cobble shall be existing cobblestone salvaged during the site grading and earthwork operations for the site. Cobble shall be rounded river rock, in a blend of sizes from 3" to 16" in diameter. If insufficient cobble is salvaged on site, the Contractor will be required to import cobble of matching size, color, and appearance

such as RCP 'Kensington' or approved equal. 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 Resident Engineer prior to installation. Contractor shall also submit photos of each type of cobble material specified as a representative record of general color variation. Cobble shall be free of chips, earth, and discolorations or other material. All cobbles shall be washed to remove dirt, dust and loose material prior to placement on site. Cobble shall be clean prior to setting. Cobble shall be placed as designated on the plans to an average depth of depth of 12".

Cobblestones shall not be removed from the existing creek bottom.

ADD:

200-1.10 **Cobble for Veneer Seat Wall.** RCP 'Kensington' tan cobble in 4" to 10" size, or approved equal. Provide samples for approval. Treat all exposed boulders with Anti-graffiti coating per section 210-6.

200-2.1 **General.** ADD the following:

Base material for sidewalks and driveways shall conform to 3/4" Class 2 aggregate base per section 200-2.9.

200-2.7.1 **General.** ADD the following:

Decomposed granite shall be beige-colored "Coyote Gold", stabilized, 6" thickness as indicated on the plans, as supplied by Decorative Stone Solutions, or approved equal.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1.1.2 **Concrete Specified By 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:

Item	Concrete Class	Max. Slump (in.)
Deepened Concrete Curb	560-B-3250	4-inch
Concrete Sub-Slab	560-B-3250	4-inch
Concrete Footings	520-C-2500	Size as shown
Wall Footing	560-B-3250	4-inch

201-1.2.2 **Aggregates.** ADD the following:

For exposed aggregate concrete, the aggregate shall be of 3/8" in size and shall be tan, rust, and brown in color and shall be integral to the concrete mix to provide an approximate 50% coverage over all areas designated for exposed aggregate finish. Aggregate shall be 'Carroll Canyon 3/8' crushed rock as available from KRC Rock, or approved equivalent. Provide sample to Resident Engineer for approval.

201-1.2.4 **Chemical Admixtures.** To item a), ADD the following:

For exposed aggregate concrete, the retardant shall be a water soluble, water-thinned, non-flammable liquid deep etch surface retarding compound, affecting only the top 1/8" of the surface. Retardant shall not leave any residue or discolor the surface (Specs AE retardant, by E L Moore, Surface Etch, or approved equivalent).

Curing: Concrete shall be cured with Scofield Lithochrome 'Cureseal W' Concrete Sealer (or approved equivalent). See Section 201 of these Special Provisions for Concrete Curing Materials. Contractor shall provide a maintenance schedule for integral colored concrete.

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).

ADD:

201-9 **WATER BASE PENETRATING SEALER FOR CONCRETE PAVING.**

201-9.1 **General.** Water based penetrating sealer shall be a sealer designed for the protection of natural colored concrete. Sealer shall be Scofield Cureseal-W concrete curing compound and sealer, or approved equivalent.

Water base penetrating sealer shall be a sealer designed for the protection of natural concrete and other masonry surfaces to preserve the natural appearance of the masonry without darkening or adding gloss to the surface. It shall preserve the natural slip resistance of the concrete, etc. Sealer shall repel spills and soils, minimizing staining and maintenance.

Seal shall leave no visible material on the surface and shall be absorbed and locked into the pores of the masonry, repelling liquids and soils but leaving the top surface natural in appearance. Install per manufacturer's directions - two think coats. Seal shall be compatible with the surfaces and materials which it is applied. Concrete sealer shall conform to the following specifications:

Color:	Clear, non-yellowing
Odor:	Mild
Flash Point:	None (C.O.C. method)
Specific Grav.:	1.03
Density:	8.6 pounds per gallon
Drying Time:	30 minutes to 60 minutes
Cure Time:	24 to 48 hours
VOC Content:	None (0 g/l) excluding water
Polymer Type:	Proprietary Reactive Resin System
Coverages (approximate):	(2) thin coats; apply on mock-up as test for coating.
Smooth Concrete:	300 to 400 square feet per gallon

Rough Concrete:	200 to 300 square feet per gallon
Note:	Coverages vary depending on porosity and condition of surface and method of application.
Methods of Application:	Airless sprayer

201-9.2 **Manufacturer.** Manufacturer of Scofield Cureseal-W, or approved equivalent shall be:

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

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

ADD:

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

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

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 Resident Engineer. Submit complete schedule of type (and location where type is to be used) of each sealant.

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

Provide color selections made by 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

202-2.2 **Masonry Units.** DELETE the first sentence and REPLACE with the following:

Masonry units shall be concrete masonry units (CMU) and shall meet the structural requirements of ASTM C 90, medium weight, by ORCO Block or approved equivalent. Masonry units for this project shall be:

Precision Block:	
Size:	8x8x16" and 8x4x16 Concrete Masonry Units
Color:	Wheat
Finish:	Standard precision smooth face block

Split Face Block:
Size: 8x4x16" CMU
Color: Chocolate
Score pattern: 7 score tapered on both faces
Finish: Split face

Cap Block:
Size: 8x2x16" CMU
Color: Wheat
Finish: Precision

Provide a minimum of one (1) sample of color and finish of each proposed CMU type, as well as manufacturer's catalog sheet indicating sizes of material to be used, to the Resident Engineer for approval. Do not provide actual CMU blocks as submittal unless otherwise directed by the Resident Engineer.

Anti Graffiti coating shall be applied to all exposed surfaces of the completed wall per Special Provisions section 210-6 after installation.

202-3.4 **Concrete and Footing Reinforcing.** Footings for the wall shall be comprised of reinforced cast in place concrete placed at locations required to support wall as indicated on the drawings. Concrete and reinforcing shall comply with Section 201 'Concrete, Mortar and related Materials', Geotechnical Report and Structural drawings.

ADD:

202-4 **Waterproofing for Masonry and Cast In Place Walls.** Waterproofing for masonry and cast in place walls shall be a cement-based waterproof coating for moisture protection shall be two coats of Thoroseal Cementitious Waterproofing Coating (gray color) by Thoro Products, or approved equal. Latex additive shall be Acryl 60 or approved equal.

SECTION 203 – BITUMINOUS MATERIALS

203-15 **RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, CORRECT section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
203-15	RUBBER POLYMER MODIFIED SLURRY (RPMS)	203-16
203-15.1	General	203-16.1
203-15.2	Materials	203-16.2
203-15.3	Composition and Grading	203-16.3
203-15.4	Mix Design	203-16.4

ADD the following:

RPMS shall be used on this contract.

SECTION 206 - MISCELLANEOUS METAL ITEMS

ADD:

206-7 STREET NAME SIGN.

206-7.1 **Bridge Metal Guard Rail with Hand Railing.** Bridge metal guard rail with hand railing shall be steel fabricated 1-1/2" diameter pipe that is to be hot-dip galvanized **(6 mils – 8 mils)** before installation. Guard rail and hand railing shall comply with the dimensions as indicated on the drawings. Fencing shall be comprised of round vertical and horizontal tube steel with complete welds at each interface. Guard railing shall have horizontals spaced a maximum of 4" as shown on the referenced SDRSD M-24 drawing. All welds shall be continuous and ground smooth. Remove all burrs, sharp edges, and imperfections for a smooth surface over entire units by bead blasting prior to galvanizing. Provide shop drawings for approval. Installations shall be vandal-proof. All posts shall be embedment mounted into core-drilled holes in cast in place concrete headwalls as shown on the plans. Field welding will not be allowed as it may compromise the galvanized finish. No field spraying of galvanized materials will be allowed and will be grounds for rejection of guard rail with hand railing work.

206-8 **GALVANIZING.** Hot dip Galvanize all ferrous metal fabrications in accordance with section 210-3, Galvanizing.

ADD:

206-8 SHADE STRUCTURE.

206-8.1 **Materials.** Structural steel shall comply with ASTM A36 and requirements of Chapter 22, Title 24, Part 2, Volume 2.

Steel Plates, Shapes and Bars: ASTM A36

Steel Plates to be Bent or Cold-Formed: ASTM A283, Grade C.

Steel Bars and Bar-Sized Shapes: ASTM A36.

Steel Tubing (Cold-Formed, Welded, or Seamless): ASTM A500, Grade B.

Cold-Finished Steel Bars: ASTM A108, grade selected by fabricator.

Hot-Roller-Carbon Sheets: ASTM A366.

Cold-Rolled Carbon Steel Sheets: ASTM A569.

Galvanized Carbon Steel Sheets: ASTM A526, with ASTM A525, G90 zinc coating.

Gray Iron Castings: ASTM A48, Class 30.

Malleable Iron Castings: ASTM A47, grade as selected.

Steel Pipe: ASTM A53, type as selected, Grade B, black finish, standard weight schedule 40.

No Field Galvanizing will be allowed: Provide ZRC Chemical, or other approved.

Arc Welding Electrodes: ASTM A233 or 3-70, as required for the proposed work.

Bolts and Nuts: ASTM A306 and A325.

For visible metalwork, provide materials that have been selected for their surface flatness, smoothness and freedom from surface blemishes wherever exposed to view in the finished unit. Exposed-to-view surfaces which exhibit pitting, seam marks, "oil-canning", stains, discolorations or other imperfections on the finished units will not be acceptable.

Concrete inserts: Threaded or wedge type, galvanized ferrous castings, either malleable iron ASTM A 47, or cast steel ASTM A 27. Provide bolts, washers and shims as required, hot dip galvanized, ASTM A 153.

Welding electrodes and filler metal: Type and alloy of filler metal and electrodes as recommended by producer of the metal to be welded, and as required for color match, strength and compatibility in the fabricated items, and for steel, in conformance with the requirements of AWS D1.1 and D1.4 as applicable.

Fasteners: Furnish of basic metal and alloy, matching finished color and texture as the metal being fastened, unless otherwise indicated. Unless other shown, provide Phillips flathead screws for exposed fasteners.

Anchors and inserts: Either furnish inserts to be set in concrete or masonry work, or provide other anchoring devices as required for the installation of ornamental metal items. Provide toothed steel or lead shield expansion bolt devices for drilled-in-place anchors. Provide galvanized or cadmium-coated anchors and inserts for exterior installations.

1. Provide units with exposed surfaces matching the texture and finish of the metal item anchored.

206-8.2 Fabrication.

a) Verify actual field dimensions prior to fabrication.

b) Fabricate items with joints neatly fitted and properly secured.

c) Fit and shop assemble in largest practical sections for delivery to site.

d) Welding: Welding shall comply with Section 2209, Title 24, Part 2, CBC. Employ certified welders in accordance with UBC Std. 27-6. Grind exposed welds smooth and flush with adjacent finished surfaces. Defective welds must be cut out and replaced. All welds shall be continuous. Spot and tack welds will be rejected.

e) Exposed Mechanical Fastenings: Flush countersunk screws or bolts unobtrusively located, consistent with design of structure, except where specifically noted otherwise.

f) Make exposed joints flush butt type hairline joints where mechanically fastened.

g) Supply components required for proper anchorage of metal fabrications. Fabricate anchorage and related components of same material and finish as metal fabrication, unless otherwise specified or shown.

h) Thoroughly clean surfaces of rust, scale, grease and foreign matter prior to galvanizing. Units shall be bead blasted clean prior to galvanizing.

i) Hot dip Galvanize all ferrous metal fabrications in accordance with section 210-3. Galvanizing. Galvanizing shall be (6 mils – 8 mils) thick.

Workmanship: Use materials of the size and thicknesses shown, or if not shown, of the required size and thickness to product adequate strength and durability in the finished product for the intended use. All fabrications shall be sufficient to withstand bending and deformation by human manual force. Work to the dimensions shown or accepted on shop drawings, using proven details of fabrication and support. Use the type of materials shown or specified for the various components of work.

Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32-in. unless otherwise shown. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.

Weld corners and seams continuously and in accordance with the recommendations of AWS. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces. For steel and concrete reinforcing bars, welding shall conform to AWS D1.1 and D1.4 as applicable.

Form exposed connections with hairline joints, which are flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of the type shown or, if not shown, use Phillips flathead (countersunk) screws or bolts.

Provide for anchorage of the type shown, coordinated with the supporting structure and the progress schedule. Fabricate and space anchoring devices to provide adequate support for the intended use of the work.

Cut, reinforce, drill and tap miscellaneous metal work indicated to receive finish hardware and similar items of work.

SECTION 207 – PIPE

207-9.2.3 **Fittings.** To the City Supplement, ADD the following:

8. Flange gaskets shall be 3.2mm (1/8") thick acrylic or aramid fibers bound with nitrile for all sizes of pipe. Gaskets shall be full-face type with pre-punched holes free of asbestos material. All insulating flange kits require full face gaskets.

207-17.2.3 **Pipe Manufacturer.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

PVC products as manufactured or distributed by J-M Manufacturing Company shall not be used on the Contract for pressurized pipe **unless specified otherwise.**

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 **Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

ADD:

209-10 **(86-11) GENERAL ELECTRICAL REQUIREMENTS.**

209-10.1 **(86-11.01) Description.** All electrical work shall be in conformance with the plans, and State, Federal and Local Electric Codes, SDG&E Standards and City of San Diego Park and Recreation Department Consultant's Guide to Park Design and Development Design Manual, 2011. Work includes, but is not necessarily limited to, providing site power systems as follows:

1. Complete electrical primary & secondary conduit systems, including all pull and all meter pedestals, handholes, splice boxes, pads, and other associated components.

2. All conduit and feeder conductors for site work components.

3. All site area lighting, including service and conduit together with related controls and photocells.

4. All required trenching, soil removal/replacement, compaction and pavement repairs, to current City standards.

5. Payment of all permit fees, utility company installation charges, SDG&E service orders, engineering fees, relocation costs, and related charges, as applicable.

209-10.2 **(86-11.02) Schedule.** The Contractor shall obtain information and instructions from other Contractors on the site and other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them under this section so that provisions for their work can be made without delaying the project.

209-10.3 **(86-11.03) Accuracy of Data.** The electrical drawings are diagrammatic, but shall be followed as closely as actual construction and work in other sections will permit. All deviations from drawings required to conform to site conditions and to the work of others, shall be made as directed.

209-10.4 **(86-11.04) Submittals.**

1. Materials List - Provide complete materials list of all proposed products, including catalog cuts of manufactured items.

209-10.5 **(86-11.05) Quality Assurance.**

1. Manufacturer shall have produced the specified products for a period of 2 years prior to beginning work of this section, and shall have the capability to produce the specified products to the delivery and quantity criteria of the project.

2. STAFF - For fabrication and installation of work, use only personnel who are thoroughly trained and experienced in the skills required, have installed similar applications of the specified products within one year prior to beginning work of this section, and who are completely familiar with the manufacturers' recommended methods of installation as well as the requirements of this work.

209-10.6 **(86-11.06) Guarantee.** The contractor shall furnish a written guarantee against defective work, materials, and operation for a period of one full year after final acceptance.

1. All materials and equipment shall be new, free from defects and or the quality or rating shown or specified.

2. Any defect due to missing or improper material or faulty workmanship existing or developed during the specified period shall be corrected and the resulting damage repaired without additional cost to the City. Such work shall be done at a time as directed by the Engineer.

209-10.7 **(86-11.07) Product Handling.**

1. **Protection** - Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials, of all other trades.

2. **Replacements** - In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.

209-10.8 **(86-11.08) Covering Of Unreviewed Work.** No work shall be covered, or enclosed, without review, testing, and/or approval by Engineer. Work enclosed or covered prior to review and test shall be uncovered at Contractor's expense. After review, retest for approval and repair with material necessary to restore to original and proper condition.

209-11 (86-12) ELECTRICAL COMPONENTS.

209-11.1 (86-12.01) Conduit.

1. **Rigid Non-metallic Conduit** - Heavy-wall rigid non-metallic conduit, where permitted, shall be Carlon or equal, PVC Schedule 40 manufactured in accordance with NEMA TC-2, UL-651 and WC 1094A specifications.

2. Conduit shall be delivered to site in standard lengths with each length bearing the manufacturer's trademark or stamp and U.L. Labeled.

3. Conduit shall be minimum 3/4 inch or larger in diameter.

4. All conduits shall contain equipment grounding conductors.

209-11.2 (86-12.02) Wire/Conductors.

1. All wire and cable shall be rated for 600 volt, be color-coded, shall bear the Underwriters' Label, and shall be brought to the job in unbroken packages.

2. Wire coding shall be in accordance with the provisions of Section 210-5 of the latest edition of the National Electric Code.

3. All conductors unless noted otherwise shall be copper, No. 12 AWG minimum size. All conductors shall be stranded. Insulation type, unless otherwise noted, shall be as follows:

4. Feeder conductors: Type THW, 75 Degrees C.

5. Fixture and branch circuit conductors: Type THHN/THWN: XHHW or RHH - minimum 90 degrees C, unless otherwise noted.

6. Acceptable Manufacturers: General Wire and Cable Corp., Okonite Wire and Cable Corporation or approved substitute.

7. All branch circuit conductors shall be labeled with circuit numbers.

8. One neutral conductor for each phase conductor pulled.

9. For wire #10 AWG and smaller provide Buchanan connectors or approved substitute. For wire #8 AWG and larger provide T&B "Lock-Tite" connectors or equal.

10. All connections shall be taped with rubber tape 1-1/2 times the thickness of the conductor insulation, then covered with Scotch #33 tape, or equal.

11. Splices in underground distribution systems shall be made only in accessible locations such as handholes, with a compression connector on the conductor and by insulating and waterproofing by the following methods suitable for continuous submersion in water. Provide cast-type splice insulation by means of molded casting process employing a thermosetting epoxy resin

insulating material applied by a gravity-poured method or by a pressure-injected method. Provide component materials of the resin insulation in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be moved until after the splicing material has completely set.

209-11.3 **(86-12.03) Pull/Splice Boxes (Below Grade).** All pull boxes shall be sized and constructed per serving utility requirements, using precast ring design for box. Provide cover lid as required for pedestrian or vehicular traffic condition, with bolted connections, and labeled with name of serving utility. All boxes shall be located 1" above grade in landscape areas and flush with pavement in paved or traffic areas.

209-11.4 **(86-12.04) Site Lighting.** Lighting fixtures and poles shall be per the schedule on the drawings or approved equal as accepted by the Engineer and shall include all accessories for a complete system. Provide #6 AWG connection from pole ground lug to reinforcing of concrete footing base. All pole mounted fixtures shall be 'full cut-off' per the ordinances as set forth by the City of San Diego.

209-11.5 **(86-12.05) Other Materials.** All other required materials shall be new, of highest quality for applicable use, and per approval of local agency, servicing utility, and City of San Diego.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.1.1 **General.** ADD the following:

Topsoil for this project shall be class "C"per standard specifications.. All shrub planting areas shall have a minimum of 9" of class 'C' topsoil or topsoil that meets the horticultural requirements for Class "A" topsoil per section 212-1.1.2 of the Standard Specifications for Public Works.

212-1.2.3 **Commercial Fertilizer.** ADD the following:

Pre-plant fertilizer shall be granular commercial fertilizer with not more than 6 percent total nitrogen; and not less than 20 percent available phosphoric acid and 20 percent soluble potash.

Post-plant fertilizer shall be 16-6-8 or approved equivalent with CA, FE, ZN, and MN and with the majority of nitrogen in non-ammoniac form.

Iron sulphate (FESO4•H2O), iron shall be expressed as metallic-derived from sulfate-deep green with a minimum analysis of 200% and 98.3% retained on a 10 mesh screen.

212-1.2.4 **Organic Soil Amendment.** 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. (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 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

http://www.sandiego.gov/environmental-services/miramar/greenery/

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.

Type 6 organic soil amendment (humate gypsum). Soil conditioner shall be granular, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% sulphur.

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

Mulch for this project shall be Type 7. Average dimensions shall be 1" to 3" in length and 1/2" in thickness and naturally colored. Submit two (2) samples for approval by the Resident Engineer prior to installation.

Paragraph (h), ADD the following:

Cobble for placement on soil shall be existing cobblestone salvaged during the site grading and earthwork operations for the site. Cobble shall be rounded river rock, in a blend of sizes from 3" to 16" in diameter. If insufficient cobble is salvaged on site, the contractor will be required to import cobble of matching size, color, and appearance such as RCP Kensington or approved equal. Contractor shall submit sample of cobble for approval by the Resident Engineer. Cobble shall be placed as designated on the plans to an average depth of depth of 12".

COBBLESTONES SHALL NOT BE REMOVED FROM THE EXISTING CREEK BOTTOM.

212-1.2.5 **Mulch.** To the City Supplement, ADD the following:

k) Type 11 Mulch (Bonded Fiber Matrix).

Hydroseeding is required for stabilizing slope bank at edge of creek cobble to edge of concrete mow curb/fencing. Bonded Fiber Matrix (BFM) shall be comprised of wood fiber, cross-linking hydrocolloid tackifier, absorbant copolymer gel, and poly-acrylamide and crimped interlocking fibers. The BFM shall be manufactured using thermal-mechanical defibration to create wood fibers that, when combined with tackifier and synthetic fibers, shall have a minimum water holding capacity of 1500%. The BFM shall require no cure time. BFM shall be non-toxic, bio and photo degradable and completely safe for the environment.

BFM shall not contain germination or growth inhibiting components and shall not form a crust that will inhibit water infiltration.

BFM shall be such that after addition and agitation in slurry tanks with seed and water, the BFM will become uniformly suspended to form a homogeneous slurry.

When hydraulically sprayed on ground, BFM material shall be green in color and shall form a blotter-like ground cover impregnated uniformly with seeds and absorb moisture and allow rainfall to percolate to underlying soil.

Suppliers shall be prepared to certify that products meet all foregoing requirements based on laboratory and field-testing. BFM weight specifications shall refer only to air-dry weight.

BFM shall be ConWed Fibers 2500 Bonded Fiber Matrix (BFM), or approved equal.

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.

It is the goal of this project, that herbicides and pesticides shall not be used on this project site. The project is located within the Chollas Creek drainage area, which is targeted as a pesticide clean up area. In the event that the project Biologist and Resident Engineer determine that a post emergence herbicide is necessary to treat specific weed infestations that would be detrimental to the establishment of the revegetation, a post emergent herbicide may be recommended. 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 a 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.

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

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 such as Las Pilitas, Tree of Life, or Recon, or approved equal. 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 Resident Engineer. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Resident Engineer prior to planting.

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 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 Resident Engineer, 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 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 their 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.

Rightto Changes: The Resident Engineer 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 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.

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:

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.

212-1.4.5 **Sod and Stolons (turf grass).** ADD the following:

Sod shall be fresh, clean, vigorous living sections of turfgrass as designated in the contract documents. Sod shall be free of turf disease, insects or weeds and capable of healthy vigorous growth. Sod shall be GN-1 hybrid Bermuda grass by Pacific Sod, or approved equal, overseeded with 'Grand Slam', or 'Turfstar' perennial ryegrass at a rate of 5 lbs./1,000 square feet.

ADD:

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.

Second paragraph, ADD the following:

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.

212-2.1.5 **Copper Pipe.** ADD the following:

Type "K" copper pipe shall be used to extend the existing water main at the meter to the new reduced pressure principle backflow assembly.

212-2.2.7 **Valve Boxes.** To the City Supplement, ADD the following:

3. 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.

ADD:

212-3.2.2.4 **Master Valve Conductors.** Master valve conductors shall be compliant with paragraph 212-3.2.2. Master valve conductor shall be installed below grade adjacent to flow sensor data cable conduit.

ADD:

212-3.2.2.5 **Flow Sensor Data Cable.**

Flow Sensor data cable shall be two 12 AWG double-shielded data cable for use in relaying communications between flow sensor and controller. Flow sensor cable shall be UL listed as Type TC and meet the requirements of ICEA/NEMA, 600-V control cable, 90° C, and the following:

a) The cable shall consist of two No. 16, minimum, stranded copper conductors. Each conductor shall be insulated with 0.48 mm, minimum nominal thickness, color coded, polypropylene or polyethylene material. Color coding shall distinguish each conductor.

b) The shield shall be either tinned copper braid or aluminized polyester film with a nominal 20 percent overlap. Where the film is used, a No. 18 or larger, stranded, tinned, copper drain wire shall be placed between the insulated conductors and the shield and in contact with the conductive surface of the shield.

c) The jacket shall be black polyvinyl chloride with minimum ratings of 600-V and 90° C and a minimum nominal thickness of 1.25 mm. The cable jacket shall be marked with the manufacturer's name, or trademark, insulation type designation, number of conductors and conductor size, and voltage and temperature ratings.

d) The finished outside diameter of the cable shall not exceed 0.35 inches.

e) The capacitance, as measured between any conductor and the other conductors and the shield, shall not exceed 88 pf per meter at 1000 Hz.

f) The cable run between flow sensor and the irrigation controller shall be continuous without splices.

Flow sensor data cable shall be installed in 3/4" PVC conduit from controller to flow sensor.

212-3.2.2.3 **Trench Marker Tape.** To the City Supplement, ADD the following:

4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

SECTION 218 - PLAY AREA SURFACES

ADD:

218-1 **RESILIENT PLAY SURFACING.** Play ground resilient rubber surfacing shall be 'Tot Turf Supreme' Poured-in-Place Playground Surfacing, or approved equal. Rubber surfacing is manufactured by Robertson Industries Inc, and represented locally by Tot Turf, (760) 809-1875.

218-1.1 **Description.** Tot Turf® Supreme poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffings which will make up the Cushion Layer. The Cushion Layer is capped with TPV rubber granules mixed with a polyurethane binder creating the Wear Course. Robertson Industries, Inc. surfaces comply with ADA and CPSC guidelines as well as ASTM Standards. Tot Turf® is certified by IPEMA, a third party testing organization for playground surfaces and equipment.

218-1.2 **Work.** Provide all necessary materials, labor, tools, and equipment to perform the work included in the section for the installation of the poured-in-place resurface.

218-1.3 **Area Safety.** Poured in place within playground equipment use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F 1292-04. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings.

218-1.4 **Accessibility.** NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.

Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951- 09 and ASTM F 1292-09.

218-1.5 **Applicable Standards.**

ASTM International:

- ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047.

- ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension.
- ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

TPV material shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between .5-1.5mm. Binder shall be not less than 15 percent of the total weight of TPV material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.

218-1.6 **Certified Installers.** Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program" required by Robertson Industries.

218-1.7 **Submittals.**

a) One original hard copy of the submittal package will be provided. Additional hard copies available by request. All specifications/details/testing data can be found on TotTurf® website *www.totturf.com.*

b) Manufacturer's descriptive data and installation instructions.

c) Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.

d) Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.

e) A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-09 for a head-first fall from the highest accessible portion of the specified playground equipment.

f) A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.

g) Upon request, 2 inch X 3 inch (60mm x 80 mm) samples of the proposed material for this project.

h) IPEMA certification mandatory.

i) Third party test results of tensile strength equal to or greater than 170psi and elongation yield equal to or greater than 180%.

218-1.8 **Delivery, Storage and Handling.** Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

218-1.9 **Project Site Conditions.** Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product.

Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc. H. Sequencing and Scheduling: Poured in place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Surface installation coordinated by a Robertson Industries, Inc. representative.

218-1.10 **Warranty.** Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited seven (7) year period or as specified and agreed upon. Warranty will be specific to maintenance requirements and performance standards of completed product.

218-1.11 **Materials.**

218-1.11.1 **Cushion Layer Section.**

a) Impact Attenuating Cushion Layer: Cushion Layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material.

b) Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length. Cushion material may have 10% SBR Ambient Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D 5644 and a fiber content of .1% or less mixed in.

c) Foam or standard rubber granules are not to be permitted in Cushion Layer

d) Binder shall be between 10-14 percent of the total weight of the material, and shall provide 100 percent coating of the particles.

e) The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

218-1.11.2 Wear Course.

a) The following are TotTurf® Custom Colors available: Cancun, Arizona Gold, Sherwood Forest, Blue Moon and California Dream'n. (See Totturf.com)

b) Wear Course shall consists of Thermal Plastic Vulcanized (TPV) granules with an Aliphatic binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.

c) TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 1-4mm. Binder shall be not less than 15 percent of total weight of TVP material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.

d) Thickness of Wear Course shall be a minimum ½ to 5/8-inch (minimum 1/2-inch, 12.7 mm).

e) The Wear Course shall be porous.

218-1.11.3 Binder.

a) No Toluene Diphenel Isocyanate (TDI) shall be used.

b) No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

c) Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1)

d) Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original Aliphatic quality.

218-1.11.4 Color. Selected from Manufacturer's Color Chart and shown on the plans.

SECTION 219 - PLAY EQUIPMENT

ADD:

219-1 2-5 TOT LOT PLAY STRUCTURE.

219-1.1 Playbooster 2 – 5 Tot Lot Play Structure shall be model no. 21950-1-5 (2-5 Years Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation, Inc. (714) 619-0100.

219-1.2 General. All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be provided as indicated on the plans.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating, or approved equal: Metal components to be TenderTuff-coated, or approved equal, shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 PSI and a minimum tear strength of 250 pounds/inch. Four standard colors are available all with a matte finish. (Brown only for HealthBeat). Not applicable for Evos.

ProShield Finish, or approved equal: All metal components with ProShield finish, or approved equal, shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004â€ of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H
Flexibility (D522) pass 1/8" mandrel
Impact (D2794) rating minimum 80 inch-pounds
Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Eighteen standard colors are available.

Decks: All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos, Weevos or HealthBeat.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by

product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available. Not applicable for Evos or HealthBeat.

Recycled Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Five standard color options are available (Blue/Black, Yellow/Black, Red/Black, Green/Black and Tan/Black). Not applicable for Evos or HealthBeat.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

(PB) PlayBooster General Specifications:

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:
Yield Strength (min): 50,000 PSI
Tensile Strength (min): 55,000 PSI
% Elongation in 2 inches: 25
Modulus of Elasticity: 29.5 x 1,000,000 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:
Yield Strength (min): 35,000 PSI
Tensile Strength (min): 38,000 PSI
% Elongation in 2 inches: 10
Modulus of Elasticity: 10 x 1,000,000 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center to center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be proShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

Ultimate Tensile: 47,000 PSI
Yield Strength: 28,000 PSI
Elongation: 7% in 2 inches
Shear Strength: 29,000 PSI
Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet w/stainless steel pin is used to ensure a secure fit to the post.

PlayBooster clamps have three functional applications and shall be named as follows:

1.) Offset hanger clamp assembly.
2.) Deck hanger clamp assembly.
3.) Hanger clamp assembly.

Cable: Comprised of six-stranded and tempered Corocord cable with a polypropylene core. The galvanized steel wire cores of the six strands are inductively fused to polyamide coating, black in color.

PlayOdyssey Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.312") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws thru (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets.

219-1.3 **2-5 Play Structure Tot Lot Components.** Play structure shall include the following components:

114665A - Arch Bridge (42")

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Arch Bridge: Fabricated from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Finish: TenderTuff, color specified.

Panel: One-color panel measures 35 5/8" (904 mm) wide x 41" (1040 mm) high, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

175181D - Mushroom Stepper 40" Deck w/2 Recycled Wood-Grain Handholds 1 Handloop and 1 Handrail DB Only Right Handhold

Handloop: Weldment comprised of 1.125" (28, 58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 3/8" (9,53 mm) internal thread. Finish: TenderTuff, color specified.

Handrail: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel welded inserts with 3/8" (9,53 mm) internal threads. Finish: TenderTuff, color specified.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm)O.D. 11 GA. (.120") (3, 04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Spacer: Extruded from 1.125" (28,58 mm) O.D. x .290" (7,37 mm) w. 6061-T6 aluminum. Finish: ProShield, tan in color.

GFRC Mushroom Assembly: (Support) Comprised of 2 3/8" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tubing. Finish: ProShield. (Mushroom Climber) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

Clamps: Cast aluminum. Finish: ProShield, color specified.

123293B - Cozy Climber Perm Handholds 48"Dk DB

Arch: Weldment comprised of 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-2,28 mm) galvanized steel tubing and 3/16" x 2 1/2" x 2 3/4" (4,75 mm x 63,5 mm x 69,85 mm) flat steel plates. Finish: ProShield, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Plank: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Finish: TenderTuff, color specified.

Handhold Panel: Permalene, color specified.

145839A - Critter Canyon DB

Insect Panel: Two color panel measures 39 1/2" (1003,3 mm)wide x 31 3/16" (792,15 mm) high, color specified.

Critter Canyon: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) galvanized steel tubing and fabricated 11 GA. (.120") (3,04 mm) 304 stainless steel plate. Finish: ProShield, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111228A - Square Tenderdeck

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Square Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66,68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

121948A - Kick Plate 8"Rise

Kick Plate: Fabricated from 11 GA (.120") (3,04 mm) HR flat steel. Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

No Material Spec for 184418A

111240A - Balcony Deck

Barrier: Weldment comprised of 5/8" (15,87 mm) solid steel vertical rails, 1 1/8" (28,57 mm) O.D. steel horizontal rails with 203 or 303 stainless steel welded inserts with 5/8" (15,87 mm) internal threads. Finish: TenderTuff, color specified.

Deck: Fabricated from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,93 mm) diameter holes perforated. The finished size measures 2 5/8" x 34" (66,67 mm x 863 mm) (straight edge) x 17" (431 mm) radius (curved edge). Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

115231A - Tic-Tac-Toe Panel Above Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Shafts: Fabricated from 1/2" (12,7 mm) diameter 203 stainless steel with ends tapped 5/16" (7,92 mm) 18UNC-2B.

Tic Tac Toe Blocks: Rotationally molded from U.V. stabilized linear low density polyethylene, yellow in color with brown molded-in symbols.

Tic Tac Toe Bracket: Formed from .125" (3,17 mm) thick 5052 aluminum. Finish: ProShield, color specified.

Permalene Panel: One-color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

No Material Spec for 115235B

115243A - Chimes Panel Ground Level Under 48" Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Chimes: Fabricated from 6063-T832 aluminum. Finish: Anodized per Mil - A - 8625 type 2, class 1.

Permalene Panel: One-color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

115254A - Storefront Panel

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bracket: Formed 11 GA (.120") (3,04 mm) 5052 aluminum angle. Finish: ProShield, color matched to panel.

Store Panel: One-color Permalene. Panel measures 35 1/2" (901,7 mm) wide x 37" (940 mm) high, color specified.

119514A - Pilot Panel Above Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Wheel: 12" (305 mm) diameter cast A319.1 aluminum alloy. Shaft-303 stainless steel. Finish: TenderTuff, color specified.

Wheel Bracket: Weldment comprised of formed 3/16" (4,75 mm) plate and 5/8" (15,88 mm) O.D. stainelss steel shaft. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Permalene Panel: Two color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

130565A - Table Panel DB

Access Clamp: Weldment comprised of 3/8" (9,53 mm) HRPO steel plate and 1/4" x 1 3/4" (6,35 mm x 44,45 mm) wide steel clamp. Finish: ProShield, color specified.

Table End Panel: One-color Permalene panel measures 34" (864 mm) wide x 13 3/8" (339,73 mm) high, color specified.

Table Panel: One-color Permalene panel measures 19 1/2" (495,3 mm) wide x 34 3/4" (882,65 mm) long, color specified.

Table Top Bracket: Fabricated from 1/4" x 3 1/2" x 28 9/16" (6,35 mm x 88,9 mm x 725,47 mm) HRPO flat steel. Finish: ProShield, color matched to posts.

Frame: Weldment comprised of 3/16" x 2" x 1 1/4" (4,75 mm x 51 mm x 31,75 mm) HRS angle and 3/16" x 2" (4,75 mm x 51 mm) flat steel bar. Finish: ProShield, color matched to posts.

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Support Leg: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm-2,66 mm) galvanized steel tubing and 1/4" x 2 1/2" x 9" (6,35 mm x 63,5 mm x (229 mm) flat plate. Finish: ProShield, color specified.

159459A - Ring-A-Bell Panel Above Deck

Bell: Fabricated from 10 GA. (.135") (3,42 mm) HRPO low carbon steel. Finish: ProShield, color specified.

Bell Striker: Recycled Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Permalene Panel: Two color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

169319A - Recycled Wood-Grain Lumber Panel

Bracket: Formed from 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HRPO flat steel. Finish: ProShield, tan in color.

Spacer: Extruded from 1.125" (28,58 mm) O.D. x .290" (7,37 mm) w. 6061-T6 aluminum. Finish: ProShield, tan in color.

Poly Board: Recycled 1 1/2" x 3 1/2" (38,1 mm x 88,9 mm) and 1 1/2" x 5 1/2" (38,1 mm x 139,7 mm) high density polyethylene, cedar or mink in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Clamps: Cast aluminum. Finish: ProShield, color specified.

Barrier Rail: Weldment comprised of 1.125" (28,57 mm) O.D. 11 GA. (.120") (3.04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,87 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

111362A - Talk Tube 40' Tubing Kit PB

Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Talk Tube Hose: Made from 1.75" (44,45 mm) O.D. HDPE conduit.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111363E - Talk Tube Deck Mounted 40"Dk

Talk Tube Cover: One-color Permalene, Tan in color.

Talk Tube: Weldment comprised of 1.600" (42,16 mm) O.D. RS20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing, 14 GA. (.079") (2,00 mm) cold rolled steel sheet zinc plate, and 3/16" (4,75 mm) HRPO steel sheet. Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bug Screen: 18 x 16 (457 mm x 406 mm) Weave .011 (0,28 mm) Ga. charcoal fiberglass screen.

111363A - Talk Tube At Grade Mounted

Talk Tube Cover: One-color Permalene, Tan in color.

Talk Tube: Weldment comprised of 1.600" (42,16 mm) O.D. RS20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing, 14 GA. (.079") (2,00 mm) cold rolled steel sheet zinc plate, and 3/16" (4,75 mm) HRPO steel sheet. Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bug Screen: 18 x 16 (457 mm x 406 mm) Weave .011 (0,28 mm) Ga. charcoal fiberglass screen.

120818A - Playstructure Seat

Seat: Flange formed from 11 GA (.120") (3,04 mm) sheet steel. Seating surface is perforated with 1/4" (6,35 mm)diameter holes. Finish: TenderTuff, color specified.

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

166809A - E-Pod Seat

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

E-Pod Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield, color specified.

111403E - 150"Alum Post For Roof DB

Post: See PlayBooster (PB) General Specifications.

111403D - 158"Alum Post For Roof DB

Post: See PlayBooster (PB) General Specifications.

111404F - 108"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404E - 116"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404D - 124"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

169315A - Tree House Roof

Roof/Trim Boards: Recycled 1 1/2" x 3 1/2" and 1 1/2" x 5 1/2" high-density polyethylene, cedar and mink in color.

Roof Bracket: Fabricated from 7 GA. HRPO steel sheet. Finish: ProShield, tan in color.

Roof Frame: Fabricated from 3/16" x 6" (4,75 mm x 152 mm) aluminum 5052-H32 angle. Finish: ProShield, tan in color.

Roof Post Cap: Weldment comprised of 4 5/8" (117,48 mm) O.D. x 3/16" (4,75 mm) wall aluminum tube and 3/16" (4,75 mm) thick aluminum plate. Finish: ProShield, tan in color.

Smoke Stack: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125") (3,17 mm) wall galvanized steel tube, 3/16" (4,75 mm) HRPO steel plate and 14 GA. (.078") (1,98 mm) galvannealed steel sheet. Finish: ProShield, black in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

182503A - Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury

Sign Panel: Panel is fabricated from 11 GA. (.120") (3,05 mm) steel sheet. Finish: ProShieldÂ®, gray in color. (Sign) Digital image is transfered to a .120" (3,05 mm) thick ProShield coated steel plate, then infused into the ProShield.

Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

Border: Permalene, black in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

123336A - Double Wave Poly Slide 48"Dk DB

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 GA (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

Mid-Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) zinc plated flat steel. Finish: ProShield, color specified.

Slide: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Spacer: One-color Permalene, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Exit Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm x 2,66 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Rail: Extruded from 1.125" ((28,58 mm) O.D. x .312" (7,92 mm) wall. 6005-T5 aluminum. Finish: ProShield, color specified.

Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

145838A - Lava Run Slide DB

Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) galvanized steel tubing and fabricated 7 GA. (.179") (4,55 mm) steel plate. Finish: ProShield, color specified.

Lava Run: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Rail: Extruded from 1.125" (28,58 mm) O.D. x .312" (7,92 mm) W. 6061-T6 aluminum. Finish: ProShield, color specified.

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 Ga. (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

Warranties

100-YEAR LIMITED WARRANTY

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos® and Weevos® steel posts and arches against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all plastic components (including TuffTimbers® edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff® coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This

warranty is limited to the design loads as stated in the specifications found in the technical information.

3-YEAR LIMITED WARRANTY

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat® hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the play structures and/or equipment are erected to conform with Landscape Structures™ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

219-1.4 **Product Compliance Verification.** At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAAG Final Rule for Play Areas (http://www.access-board.gov/play/finalrule.txt, and http://www.access-board.gov/play/guide/guide.pdf). The contractor shall verify current compliance prior to ordering the equipment.

219-2 **PLAY STRUCTURE 5-12.**

219-2.1 **Playbooster 5-12 Tot Lot Play Structure Shall be Model No. 21950-1-5** (5-12 Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation Inc. (714) 619-0100.

219-2.2 **General.** All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 PSI and a minimum tear strength of 250 pounds/inch. Four standard colors are available all with a matte finish. (Brown only for HealthBeat). Not applicable for Evos.

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004â€ of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H

Flexibility (D522) pass 1/8" mandrel

Impact (D2794) rating minimum 80 inch-pounds

Salt Fog Resistance (B117 and D1654)

4,000 hours and rating 6 or greater

UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention

Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Eighteen standard colors are available.

Decks: All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos, Weevos or HealthBeat.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available. Not applicable for Evos or HealthBeat.

Recycled PermaleneÂ® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and

color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Five standard color options are available (Blue/Black, Yellow/Black, Red/Black, Green/Black and Tan/Black). Not applicable for Evos or HealthBeat.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

(PB) PlayBooster General Specifications: Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:
Yield Strength (min): 50,000 PSI
Tensile Strength (min): 55,000 PSI
% Elongation in 2 inches: 25
Modulus of Elasticity: 29.5 x 1,000,000 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:
Yield Strength (min): 35,000 PSI
Tensile Strength (min): 38,000 PSI
% Elongation in 2 inches: 10
Modulus of Elasticity: 10 x 1,000,000 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center to center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be proShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

Ultimate Tensile: 47,000 PSI
Yield Strength: 28,000 PSI
Elongation: 7% in 2 inches
Shear Strength: 29,000 PSI
Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet w/stainless steel pin is used to ensure a secure fit to the post.

PlayBooster clamps have three functional applications and shall be named as follows:

1.) Offset hanger clamp assembly.
2.) Deck hanger clamp assembly.
3.) Hanger clamp assembly.

Cable: Comprised of six-stranded and tempered Corocord cable with a polypropylene core. The galvanized steel wire cores of the six strands are inductively fused to polyamide coating, black in color.

PlayOdyssey Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.312") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws thru (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets.

219-2.3 **5-12 Play Structure Tot Lot Component.** Play structure shall include the following components:

156068A - The Pointe Ground to Deck 2-8" Surfacing Attached on Low Side

Rock Pocket Cover: Fabricated from 13 Ga. (.090") (2,29 mm) HRPO flat steel conforming to ASTM A1011. Finish: Zinc plate with yellow chromate finish.

The Pointe Assy.: (Base) Weldment comprised of 1/4" (6,35 mm) HRPO sheet steel, C8 x 13.75 steel channel, 3" x 1 1/2" x .120" (76 mm x 38,1 mm x 3,04 mm) wall galvanized steel tube and 1 1/8" (28,58 mm) square bar. Finish: ProShield. (Pointe-fully assembled) Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" (25 mm) and weighs about 11 1/2 lbs. (5,22 kilograms) per square foot. Castings have a strength of 1,500 lbs. (680,39 kilograms) per square inch in tension and 5,000 lbs. (2267,96 kilograms) per square inch in compression. Finish: Acid stain and latex paint made for concrete, Natural in color.

156070A - Pinnacle Ext Deck

Barrier: Fabricated from 7 GA. (.188") (4,77 mm) HR zinc plated flat steel. Finish: TenderTuff, color specified.

Extension Deck: Flange formed from 12 GA.(.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Kick Plate: Permalene, color specified.

169320B - Log Stepper 48" Deck w/2 Recycled Wood-Grain Handholds 1 Handloop DB Only Right Handhold

Handloop: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 3/8" (9,53 mm) internal thread. Finish: TenderTuff, color specified.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm)O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Spacer: Extruded from 1.125" (28,58 mm) O.D. x .290" (7,37 mm) w. 6061-T6 aluminum. Finish: ProShield, tan in color.

Log Stepper Assy.: (Footer Post) Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) wall galvanized steel tubing and 3/16" (4,75 mm) HRPO steel plate. Finish: ProShield, color specified. (Log Stepper-fully assembled) Glass reinforced wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Clamps: Cast aluminum. Finish: ProShield, color specified.

169322A - Discovery Tree Climb w/Aluminum Post w/Roof DB Only

Handhold Frame: Weldment comprised of 1.125" (28,58 mm)O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Spacer Tube: Made from 1 1/8" (28,58 mm) O.D. 6061-T6 aluminum tube. Finish: ProShield, tan in color.

Poly Board: Recycled 1 1/2" x 3 1/2" (38,1 mm x 88,9 mm) and 1 1/2" x 5 1/2" (38,1 mm x 139,7 mm) high density polyethylene, cedar or mink in color.

Tree Climb Assy.: (Frame) Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) wall galvanized steel tubing, 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HRPO steel plate, 3/16" (4,75 mm) HRPO steel plate, 18" (457 mm) O.D. 1/4" (.250") (6,35 mm) wall steel tube. Finish: ProShield. (Talk Tube Plate)Weldment

comprised of 1.250" (31,75 mm) O.D. x 11 GA. (.120") (3,04 mm) black steel tube and 12 Ga. (.105") (2,66 mm) HRPO flat steel. Finish: ProShield, color specified.(Tree Climb-fully assembled) Castings are made from Glass Fiber Reinforced Concrete (GFRC). Glass fiber is Alkali Resistant (AR) type glass formulated for concrete. Nominal wall thickness of 1" (25 mm) and weighs about 11 1/2 lbs. (5,22 kilograms) per square foot. Castings have a strength of 1,500 lbs. (680,39 kilograms) per square inch in tension and 5,000 lbs. (2267,96 kilograms) per square inch in compression. Finish: Latex paint made for concrete, natural colors.

Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Post: See PlayBooster (PB) General Specifications.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Clamps: Cast aluminum. Finish: ProShield, color specified.

172665A - Loop Pole w/Recycled Wood-Grain Handholds 48"Dk DB

Handhold Frame: Weldment comprised of 1.125" (28,58 mm)O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Spacer: Extruded from 1.125" (28,58 mm) O.D. x .290" (7,37 mm) w. 6061-T6 aluminum. Finish: ProShield, tan in color.

Loop Pole: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"-.090") (2,03mm-2,28 mm) galvanized steel tubing. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

Clamps: Cast aluminum. Finish: ProShield, color specified.

152907C - Deck Link w/Barriers 3 Steps

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

SteelX Panels: Zinc plated 7 GA (.179") (4,55 mm) HRPO flat steel. Finish: ProShield, color specified.

Barrier: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 Ga. (.120") (3,04 mm) wall steel tubing, 5/8" (15,88 mm) O.D. steel bar with 203 or 303 stainless steel 3/8" (9,53 mm)threaded inserts. Finish: TenderTuff, color specified.

Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel comforming to ASTM A1011. Standing surface is 24 1/4" (615,95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

152908C - Deck Link w/Handrails 3 Steps

Handrail: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel welded inserts with 3/8" (9,53 mm) internal threads. Finish: TenderTuff, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel comforming to ASTM A1011. Standing surface is 24 1/4" (615,95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

Panels: Permalene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111228A - Square Tenderdeck

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Square Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66,68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

111231A - Triangular Tenderdeck

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Triangular Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4" (66,68 mm x 958,85 mm). Finish: TenderTuff, color specified.

119646A - Tri-Deck Extension

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Triangular Deck Extension: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size of two of the three sides measures 2 5/8" x 37 7/8" (66,68 mm x 962,03 mm) on the face of the deck and the other side measures 2 5/8" x 43 3/4" (66,68 mm x 1111,25 mm). Finish: TenderTuff, color specified.

121948A - Kick Plate 8"Rise

Kick Plate: Fabricated from 11 GA (.120") (3,04 mm) HR flat steel. Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

121949A - Tri-Deck Kick Plate 8"Rise

Kick Plate: Fabricated from 11 GA (.120") (3,04 mm) HR flat steel. Finish: TenderTuff, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

122197A - 90* Triangular Tenderdeck

Deck Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Triangular Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4" (66,68 mm x 958,85 mm). Finish: TenderTuff, color specified.

115236A - Ball Maze Panel Above Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Ball: 1/2" (12,7 mm) diameter, SST.

Cover: Made from .177" (4,50 mm) thick x 18 5/16" (465,12 mm) diameter clear polycarbonate.

Permalene Panel: Two color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

123844A - Braille Panel Above Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Braille Insert: Fabricated from 20 GA (.036") (0,91 mm) stainless steel.

Permalene Panel: Two color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

127681A - Image Panel - 176 Block Above Deck

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Pivot Blocks: U.V. stabilized high-density polyethylene, tan on one side and brown on the other.

Rod Cover: One-color Permalene, color specified.

Steel Rod: 1/2" (12,7 mm) diameter CRS zinc plated rod.

Permalene Panel: One-color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

169319A - Recycled Wood-Grain Lumber Panel

Bracket: Formed from 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HRPO flat steel. Finish: ProShield, tan in color.

Spacer: Extruded from 1.125" (28,58 mm) O.D. x .290" (7,37 mm) w. 6061-T6 aluminum. Finish: ProShield, tan in color.

Poly Board: Recycled 1 1/2" x 3 1/2" (38,1 mm x 88,9 mm) and 1 1/2" x 5 1/2" (38,1 mm x 139,7 mm) high density polyethylene, cedar or mink in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Clamps: Cast aluminum. Finish: ProShield, color specified.

Barrier Rail: Weldment comprised of 1.125" (28,57 mm) O.D. 11 GA. (.120") (3.04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,87 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

111362A - Talk Tube 40' Tubing Kit PB

Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Talk Tube Hose: Made from 1.75" (44,45 mm) O.D. HDPE conduit.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

111363A - Talk Tube At Grade Mounted

Talk Tube Cover: One-color Permalene, Tan in color.

Talk Tube: Weldment comprised of 1.600" (42,16 mm) O.D. RS20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing, 14 GA. (.079") (2,00 mm) cold rolled steel sheet zinc plate, and 3/16" (4,75 mm) HRPO steel sheet. Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Bug Screen: 18 x 16 (457 mm x 406 mm) Weave .011 (0,28 mm) Ga. charcoal fiberglass screen.

120901A - Grab Bar

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Grab Bar: Weldment comprised of formed 7/8" (22,23 mm) O.D. x 11 GA (.120") (3,04 mm) and 1/4" x 1 3/4" (6,35 mm x (44,45 mm) stainless steel half clamps. Finish: TenderTuff, color specified.

166809A - E-Pod Seat

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

E-Pod Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield, color specified.

111353A - Track Ride

Beam: Extruded from 6005-T5 aluminum alloy. Finish: ProShield, color specified.

Trolley Assembly: Steel body with a 7/8" (22,22 mm) O.D. x .120" (3,04 mm) wall steel tubing handle assembly. Four urethane roller skate wheels and tivar guide block. Completely assembled. Steel Body Finish: TenderTuff, brown in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

130873A - Ring Pull

Double Clevis: Stainless Steel

D Ring: Cast from A356 aluminum alloy with a cast in place 841 bronze alloy bushing. Finish: TenderTuff, brown in color.

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Ring Pull Beam: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing and 1/4" x 1 3/4" (6,35 mm x 44,45 mm) HRS clamps. Housings for double clevis are 1 1/4" O.D. x .312" (31,75 mm O.D. x 7,92 mm) wall steel tubing. SAE 841 dry bronze bushings are pressed into housings at factory. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Chain Assembly: 5/16" (7,92 mm) Low carbon steel straight link galvanized chain, with bolt link made from grade 316 stainless steel. Finish: TenderTuff-coated, brown in color.

111403D - 158"Alum Post For Roof DB

Post: See PlayBooster (PB) General Specifications.

111403A - 182"Alum Post For Roof DB

Post: See PlayBooster (PB) General Specifications.

111404E - 116"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404D - 124"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404C - 132"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404B - 140"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

169315A - Tree House Roof

Roof/Trim Boards: Recycled 1 1/2" x 3 1/2" and 1 1/2" x 5 1/2" high-density polyethylene, cedar and mink in color.

Roof Bracket: Fabricated from 7 GA. HRPO steel sheet. Finish: ProShield, tan in color.

Roof Frame: Fabricated from 3/16" x 6" (4,75 mm x 152 mm) aluminum 5052-H32 angle. Finish: ProShield, tan in color.

Roof Post Cap: Weldment comprised of 4 5/8" (117,48 mm) O.D. x 3/16" (4,75 mm) wall aluminum tube and 3/16" (4,75 mm) thick aluminum plate. Finish: ProShield, tan in color.

Smoke Stack: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125") (3,17 mm) wall galvanized steel tube, 3/16" (4,75 mm) HRPO steel plate and 14 GA. (.078") (1,98 mm) galvannealed steel sheet. Finish: ProShield, black in color.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Sign Panel: Panel is fabricated from 11 GA. (.120") (3,05 mm) steel sheet. Finish: ProShieldÂ®, gray in color. (Sign) Digital image is transfered to a .120" (3,05 mm) thick ProShield coated steel plate, then infused into the ProShield.

Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

122033A - SpyroSlide 72"Dk DB

Rail: 1 1/8" (28,58 mm) O.D. 6061-T6 aluminum extrusion with 5/16" (7,92 mm) walls. Finish: ProShield, color specified.

Barrier Plates: Fabricated from 1/4" x 1 1/2" (6,35 mm x 38,1 mm) zinc plated HRPO flat steel. Finish: ProShield, color specified.

Center Column: Fabricated from 3.500" (88,9 mm) O.D. RS-20 (.120" - .130") (3,04 mm-3,30 mm) galvanized steel tubing. Finish: ProShield, color specified.

Entrance Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes and measures 31 3/4" (806,45 mm) wide x 36 27/32" (935,81 mm) long. Finish: TenderTuff, color specified.

Exit Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm-2,66 mm) galvanized steel tubing and 1/4" (6,35 mm) thick zinc plated HRPO flat steel. Finish: ProShield, color specified.

Slide, Hood & Barriers: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Handbar: Formed from 7/8" (22,23 mm) O.D. x 11 GA (.120") (3,04 mm) black steel tubing. Finish: TenderTuff, brown in color.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

123333A - Rollerslide 40"Dk DB

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 GA (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

Rail: 1 1/8" (28,58 mm) O.D. 6061-T6 aluminum extrusion with 5/16" (7,92 mm) walls. Finish: ProShield, color specified.

Rollers: Fabricated from 1.900" (48,26 mm) O.D. x 16 GA (.060") (1,52 mm) galvanized steel tubing. Finish: TenderTuff, color specified.

Hood: Rotationally molded from U.V. stabilized linear low density polyethylene, color specified.

Rails: Extruded from 6005-T1 aluminum. Finish: ProShield, color specified.

Roller Shafts: Fabricated from 1/2" (305 mm) diameter CRS zinc-plated with yellow chromate finish.

Support Leg: Fabricated from 1.900" (48,26 mm) O.D. RS-20 (.090" - .100") (2,28 mm-2,54 mm) galvanized steel tubing. Finish: ProShield, color specified.

Top Plate: Formed from 10 GA (.135") (3,43 mm) 304-2B SST. Finish: TenderTuff, color specified.

Spacer Tube: Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

174018A - Belt Seat ProGuard Chains for 8' Beam Height

Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") (0,74 mm) spring stainless steel sheet and (4) .105" (2,67 mm) thick stainless steel washers. The belt seat elliptical shape measures 7" (178 mm) wide x 26" (660 mm) long x .700" (17,78 mm) thick.

Chain/ProGuard: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard.

Bolt Link: Stainless Steel

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

176038G - Full Bucket Seat ProGuard Chains for Toddler Swing

Full Bucket Seat: Made of U.V. stabilized high-quality black rubber encapsulating a 24 GA (.024") (0,61 mm) stainless steel reinforcement plate. Handles cast from 356-T6 aluminum alloy with black polyarmor paint finish. Handles attach to seat with (3) 1/4" (6,35 mm) x 1 5/16" (33,32 mm) long stainless steel rivets. The full bucket measures 9" (229 mm) deep x 10 1/2" (266,7 mm) wide.

Chain/ProGuard: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

177332A - Single Post Swing Frame 8' Beam Height Only

Beam: Weldment comprised of 2.375" (60,33 mm) O.D. RS-40 (.130" - .140") (3,30 mm-3,56 mm) galvanized steel tubing, 3" (76 mm) wide zinc-plated steel clamps and 1 1/4" (31,75 mm) housings w/bronze bushings. Finish: ProShield, color specified.

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Post: See PlayBooster (PB) General Specifications.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

177337A - Toddler Swing Add-On Beam

Swing Beam: Weldment comprised of 3.500" (88,9 mm) O.D. RS-20 (.120" - .130") (3,04 mm-3,30 mm) galvanized steel tubing, 6" (152 mm) wide zinc plated steel clamp, 3.500" (88,9 mm) pipe cap, and 1 1/4" (31,75 mm) housings with bronze bushings. Finish: ProShield, color specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Warranties

100-YEAR LIMITED WARRANTY

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos and Weevos steel posts and arches against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all plastic components (including TuffTimbers edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

On Aeronet climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

3-YEAR LIMITED WARRANTY

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with

Landscape Structures™ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

219-2.4 **Product Compliance Verification.** At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAAG Final Rule for Play Areas (http://www.access-board.gov/play/finalrule.txt, and http://www.access-board.gov/play/guide/guide.pdf). The contractor shall verify current compliance prior to ordering the equipment.

219-3 **FREESTANDING EXERCISE EQUIPMENT.**

219-3.1 **Freestanding exercise equipment shall be model no. 21950-1-5** (13+ Years Area), by Landscape Structures, Inc., or an approved equal, Coast Recreation Inc. (714) 619-0100.

219-3.2 **General.** All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be specified.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 PSI and a minimum tear strength of 250 pounds/inch. Four standard colors are available all with a matte finish. (Brown only for HealthBeat). Not applicable for Evos.

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004â€ of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H
Flexibility (D522) pass 1/8" mandrel
Impact (D2794) rating minimum 80 inch-pounds
Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6

or greater

UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention

Adhesion (D3359, Method B) rating 5B
The Paint Line shall employ a "checkered" adhesion test daily.
Eighteen standard colors are available.

Decks: All Tenderdecks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Tenderdecks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown only. Tenderdecks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos, Weevos or HealthBeat.

Rotationally Molded Polyethylene Parts: These parts shall be molded using prime compounded linear low-density polyethylene with a tensile strength of 2500 psi per ASTM D638 and with color and UV-stabilizing additives. Wall thickness varies by product from .187" (3/16") to .312" (5/16"). Five standard colors are available (Black only for HealthBeat).

Permalene Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Five standard solid colors are available. Some Permalene parts are available in a two-color product with (2) .100" thick exterior layers over a .550" interior core of a contrasting color. Eight standard two-color options are available. Not applicable for Evos or HealthBeat.

Recycled Permalene® Parts: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick 100% recycled Black interior core. Five standard color options are available (Blue/Black, Yellow/Black, Red/Black, Green/Black and Tan/Black). Not applicable for Evos or HealthBeat.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Hardware Packages: All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number, and work order number.

Installation Documentation: All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: PlayBooster posts shall be individually packaged in sturdy, water-resistant, mar-resistant cardboard boxes. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. The components and crates are then shrink-wrapped to skids (pallets) to ensure secure shipping.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

219-3.3 **Exercise Equipment Components** shall include the following components:

161313A - Pull-Up/Dip DB

Attachment Cover: Fabricated from A356 sand cast aluminum. Finish: ProShield, silver.

Pull Up-Dip Bar: Weldment comprised of 1.660" (42,16 mm) O.D. RS40 (.111"-.121") (2,82 mm-3,07 mm) wall galvanized steel tube, and 3/16" (4,75 mm) HRPO sheet steel. Finish: ProShield, color specified.

Fitness Footer: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. galvanized steel tube and 1/4" (6,35 mm) HRPO steel plate.

Post Assembly: Weldment comprised of 1/4" (6,35 mm) HRPO steel plate, 1/4" (6,35 mm) stainless steel plate, and 10" (254 mm) O.D. x 12 GA. (.105") (2,66 mm) wall steel tube zinc plated. Finish: ProShield, color specified. (Post Cap) Fabricated from A356 sand cast aluminum. Finish: ProShield, silver. (Sign) Digital image is transfered to a .032" (0,81 mm) thick ProShield coated aluminum plate, then infused into the ProShield.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

161314A - Ab Crunch/Leg Lift DB

Bench Frame: Weldment comprised of 1.900" (48,26 mm) O.D. RS20 (.090"-.100") (8,28 mm-2,54 mm) wall galvanized steel tube, and 3/16" (4,75 mm) HRPO sheet steel. Finish: ProShield, color specified.

Sit-Up/Footrest: Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) wall galvanized steel tube, 1.029" O.D. RS20 (.070"-.080") (1,78 mm-2,03 mm) wall, and 3/16" (4,75 mm) HRPO sheet steel. Finish: ProShield, color specified.

Attachment Cover: Fabricated from A356 sand cast aluminum. Finish: ProShield, silver.

Bench/Seat: Rotationally molded from U.V. stabilized linear low density polyethylene, black in color.

Fitness Footer: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. galvanized steel tube and 1/4" (6,35 mm) HRPO steel plate.

Post Assembly: Weldment comprised of 1/4" (6,35 mm) HRPO steel plate, 1/4" (6,35 mm) stainless steel plate, and 10" (254 mm) O.D. x 12 GA. (.105") (2,66 mm) wall steel tube zinc plated. Finish: ProShield, color specified. (Post Cap) Fabricated from A356 sand cast aluminum. Finish: ProShield, silver. (Sign) Digital image is transfered to a .032" (0,81 mm) thick ProShield coated aluminum plate, then infused into the ProShield.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

161316A - Assisted Row/Push-Up DB

Attachment Cover:Fabricated from A356 sand cast aluminum. Finish: ProShield, silver.

Fitness Footer: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. galvanized steel tube and 1/4" (6,35 mm) HRPO steel plate.

Rail: Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) wall galvanized steel tube, 3/16" (4,75 mm) HRPO sheet steel and 1/4" (6,35 mm) HRPO sheet steel. Finish: ProShield, color specified.

Post Assembly: Weldment comprised of 1/4" (6,35 mm) HRPO steel plate, 1/4" (6,35 mm) stainless steel plate, and 10" (254 mm) O.D. x 12 GA. (.105") (2,66 mm) wall steel tube zinc plated. Finish: ProShield, color specified. (Post Cap) Fabricated from A356 sand cast aluminum. Finish: ProShield, silver. (Sign) Digital image is transfered to a .032" (0,81 mm) thick ProShield coated aluminum plate, then infused into the ProShield.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

Warranties

100-YEAR LIMITED WARRANTY

On all PlayBooster®, PlayShaper® and PlaySense® aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural

deterioration or manufacturing defects, and on PlayBooster, Evos and Weevos steel posts and arches against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all plastic components (including TuffTimbers edging), all steel components (except 100-year steel posts), Mobius® climbers, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf® tiles against material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

On Aeronet climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers® fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

3-YEAR LIMITED WARRANTY

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures™ installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. For a full text of the warranty, contact your playground consultant.

219-3.4 **Product Compliance Verification.** At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAAG Final Rule for Play Areas (http://www.access-board.gov/play/finalrule.txt, and http://www.access-board.gov/play/guide/guide.pdf). The contractor shall verify current compliance prior to ordering the equipment.

ADD:

SECTION 220 - SITE FURNISHINGS

220-1 **PRECAST CONCRETE PICNIC TABLE.** Precast Concrete picnic table shall be a round accessible picnic table with two 6' curved benches, or approved equal. The table tops and sides shall have a smooth finish, sides shall have a light sandblast finish.

Model No.:	QR-QH48FC2, 48" diameter precast concrete round table with two 12"Wx72-7/8"L x3"TH radius benches, or approved equal.
Dimensions:	48" diameter x 3"thk table, mounted at 32-1/4" height; 12" wide B-1 style benches, mounted at 20" height
Color:	P2-'Bungalow', integral colored concrete
Finish:	T1-Smooth Table and Bench tops; T2-Light Sandblast on vertical faces
Sealer:	No manufacturer sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of units:	(10)
Attachment:	Surface-mounted w/ stainless steel anchor bolts and masonry anchors and epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-2 **PRECAST CONCRETE ACCESSIBLE GAME TABLE WITH BENCH SEATS.** Precast concrete accessible game tables with three bench seats – allow one open space for ADA access. Picnic table shall have a black and white checker board inset into the top surface.

Model No.:	QS-QH3366FC3, Precast concrete square table with 2" square black and white checkered game table and bench seats, or approved equal.
Dimensions:	36"SQ x 3"TH table top, mounted at 32-1/4" ht.; 12"Wx36"L bench seats, mounted at 18" ht.
Color:	P2-'Bungalow', integral colored concrete
Finish:	T1-Smooth Table and Bench tops; T2-Light Sandblast on vertical faces
Sealer:	No manufacturer sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of units:	(1)
Attachment:	Surface-mounted w/ stainless steel anchor bolts and masonry anchors and epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-3 **PRECAST CONCRETE GAME TABLE WITH BENCH SEATS.** Precast concrete game tables with four bench seats. Picnic table shall have a black and white checker board inset into the top surface.

Model No.:	QS-QH3366FC4, Precast concrete square table with 2" square black and white checkered game table and four bench seats, or approved equal.
Dimensions:	36"SQ x 3"thk. table top, mounted at 32-1/4" ht.; 12"Wx36"Lx3"thk. bench seats, mounted at 18" ht.
Color:	P2-'Bungalow', integral colored concrete
Finish:	T1-Smooth Table and Bench tops; T2-Light Sandblast on vertical faces
Sealer:	No manufacturer sealer

Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of units:	(2)
Attachment:	Surface-mounted w/ stainless steel anchor bolts and masonry anchors and epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-4 **PRECAST CONCRETE BENCH.** Precast concrete bench shall be a 7' long bench with concrete back and arm rest at center of bench.

Model No.:	Q1-PS-84B w/ C Style arm rest, Palm Series precast concrete bench with back and modified style C arm rest (QCAR) centered on bench seat, or approved equal.
Dimensions:	84"L x 24-11/16"W x 36"T x 6-1/4"THK
Color:	P2 'Bungalow', integral colored concrete
Finish:	T2-Light Sandblast
Sealer:	No manufacturer sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of units:	(6)
Attachment:	Surface-mounted w/ epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-5 **BARBEQUE AND FOOD PREP COUNTER.** Barbeque and food prep counter shall be a rectangular table top with table top barbeque grill. Top of barbeque grill and counter shall be mounted at 34" above grade in accordance with ADA counter height standards. Mounting shall be epoxy grout pocket type with minimum ½" diameter steel anchor bolts extending into concrete base a minimum of 6". Thickened concrete paving of 10" thick or footings shall be provided at the BBQ locations.

Model No.:	QC-BBQ1824-FPC, Precast concrete rectangular table with pedestal posts (#QCBBQPOST) and barbeque grill (BBQGRILL18x24), or approved equal.
Dimensions:	18"W x 46"L Food Prep Table and 18"x24" BBQ Grill
Color:	P2-'Bungalow', integral colored concrete
Finish:	T2-Light Sandblast
Sealer:	No manufacturer sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
Grill color:	Black
No. of units:	(2)
Attachment:	Surface-mounted w/ stainless steel anchor bolts and masonry anchors and epoxy

Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240
731 Parkridge Avenue
Norco, CA 92860
www.quickcrete.com

220-6 **TRASH RECEPTACLE WITH HOOD.** Trash receptacles with hoods shall be precast concrete units with concrete tops, and high-density 40-gallon plastic inner liners, or approved equivalent. Trash receptacles shall be made of 100% recycled materials and manufactured in the USA. Provide shop drawings and paint color for approval. Attachment shall comply with Manufacturer's recommendations. Installations shall be surface mounted and vandal-proof epoxy.

Model No.:	QSSC2651SDW Santa Clara Series precast concrete Trash Receptacle with side door, or approved equal.
Dimensions:	26-5/8" SQ x 51" HT.
Color:	P2-'Bungalow' integral colored concrete
Finish:	T2-Light Sandblast
Sealer:	No Sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
Door /Color:	#Q30SD/Gray
Liner:	#QSPL28B, 40-Gallon Plastic Liner
No. of units:	(9)
Attachment:	Surface-mounted w/ epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-7 **HOT COAL RECEPTACLE.** The precast concrete Hot Coal Receptacle shall be a square unit, 42" tall and clearly labeled on all four sides with cast-in logos with the text "Hot Coals Only" painted in white letters on indented flame shaped red background. Unit shall be affixed to concrete pads with epoxy at locations shown on the plans.

Model No.:	Q-PSHA-2842 Palm Series precast concrete square Hot Coal Receptacle with black grate at top and 'Hot Coals Only' inset in a flame shaped emblem, or approved equal.
Dimensions:	28" SQ x 42" HT.
Color:	P2-'Bungalow' integral colored concrete
Finish:	T2-Light Sandblast
Sealer:	No Sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
Grate:	23-1/8" SQ black steel grate with chain (#HG23SQ/BLK)
No. of units:	(2)
Attachment:	Surface-mounted w/ epoxy
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-8 **PRECAST CONCRETE RAIL FENCE.** Precast concrete faux wood rail fence with 42" rail height and all posts and rails with simulated wood grain texture. All components shall be integrally colored to match Scofield Westwood Brown (dark tan color). Posts shall be installed at 6 feet on center spacing to provide increased rail strength. Rails shall be supplied to match the post spacing. The fence shall be delivered with sufficient posts to install posts at 6' on center. Rails shall be securely fitted to avoid removal.

Model No.:	QP3RF, 72"L x 5-1/2"W x 5"TH precast concrete middle post and QS6RF, 72"L x 6"W x 2"TH rail fence slat or approved equal.
Color:	C11 'Adobe Taupe' or approved equal, integral colored concrete
Finish:	T-Woodgrain
Sealer:	No Sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of posts:	As required for total fence length
No. of slats:	3 per fence section
Attachment:	Embedment mounted within footing.
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-9 **PRECAST CONCRETE ENTRY MONUMENT AND DECORATIVE SIGNS.** Precast concrete entry monument and decorative sign shall be 30" tall and 13'-8" long double radius sign (8'-2" and 14'-3") with 12" letters on one side of the sign with park and rec inset logo and bronze city logo.

Model No.:	#119589, Precast concrete sign, or approved equal.
Dimensions:	Unit 1: 40"H x 164"L x 12" W (8'-2" and 14'-3") and Unit 2: 24"H x 97"L x 12"W (8'-9" radius)
Unit 1 Letters:	One sided, inset letters, 12" HT, 'Forest Green' painted back face; 1st Line: **Wightman Neighborhood Park**; 2nd Line: **The City of San Diego Park and Recreation Department**
Colors:	Unit 1: P2-'Bungalow', Unit 2: C5 'French Gray', integral colored concrete.
Finish:	Unit 1: T2-Light Sandblast, Unit 2: T7 Acid Etch
Inset:	Park & Rec logo – painted
Knockouts:	9" diameter recess knockout for Bronze City logo
Logos:	Bronze City logo, 9" diameter
Sealer:	No Sealer
Anti-Graffiti:	Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
Attachment:	Surface-mounted w/ stainless steel anchor bolts and masonry anchors and epoxy.
Manufacturer:	Quick Crete Products Corp., Inc. (951) 737-6240 731 Parkridge Avenue Norco, CA 92860 www.quickcrete.com

220-10 PRECAST CONCRETE DRINKING FOUNTAIN.

220-10.1 **General.** Drinking Fountain: Haws Model 3150 FR, with sand trap (#6635), or an approved equal, is a "Hi-Lo", dual height, vandal-resistant, square vibracast-reinforced concrete pedestal drinking fountain with heavy sandblast finish and color #1266 – 'Cool Gray' by L.M. Scofield Company. This model shall contain the following features: 18 gauge type 304 SS bowls with No. 7 hi-polished finish, forged lead-free PCP brass bubblers with concrete bubbler guards, PCP brass waste strainers, freeze-resistant push button operated pneumatic valves, 60 micron in-line strainers, SS access plates with vandal-resistant screws, 1-1/2" PVC slip single waste outlet, ADA compliant, ANSI/NSF Std. 61/9 and CSA certified. The drinking fountain shall be treated with a manufacturer applied anti-graffiti coating or per Section 210-6 'Anti-Graffiti Coating'.

220-10.2 **Drinking Fountain Concrete Valve Box.** Concrete Valve Box. Provide a 21"x15-1/2"x12" concrete valve box with locking lid for freeze-resistant apparatus for each drinking fountain. Valve box shall be installed in planting areas nearest the drinking fountain, square with the concrete edge, in location indicated on the plans. Lid shall be marked with 'WATER' on lid. Contractor may propose alternative location for valve box, but only upon written approval by the Resident Engineer. Install per manufacturer's recommendations.

220-11 **BASKETBALL GOALS.** Basketball goal shall be model #41-Flex with #1560 single gooseneck, galvanized steel post by PW Athletic Mfg. Co., or an approved equal. Includes breakaway extra heavy-duty double rim model #24T, with universal mount plant and super nylon net.

220-12 **BIKE RACKS.** Bike racks shall be 7' long, galvanized finish, wave style bike rack, accommodating nine bikes. LA SteelCraft WBR 700, or approved equal. Direct burial installation through concrete paving into 18x18" concrete foundation installed below paving.

220-13 **REMOVABLE METAL BOLLARDS.** Bollards shall be galvanized steel, removable protection posts with locking hasp (demountable protection posts per Regional Standard Drawing SDRSD M-16).

220-14 **PET WASTE STATION.** Pet Waste Station shall be 'Modern Dog Kit (Green)', by Pet Pick-Ups, or approved equivalent. Kit shall include a post-mounted dispenser unit with stainless steel door lock, signage stating 'Thanks for picking up after your dog!', waste container with stainless door lock and galvanized steel liner. All unit locks shall be keyed to have same key and open all doors to all units on site. Dispenser units shall be mounted on 8'x2"SQ galvanized steel channel post per and installed per Manufacturer's recommendations. Installations shall be vandal-proof. Posts shall be embedment mounted into a cast in place concrete footings (520-C-2500), size: 12" diameter x 18" deep. Components shall be attached to the posts with galvanized bolts, nuts and washers. Posts shall be galvanized 12-gauge cold rolled structural steel tubing (1-3/4" x 1-3/4"). Pet waste stations shall be:

Model No.:	00006-Kit Alumi, or approved equivalent.
Finish:	Green powdercoat finish by manufacturer
No. of units:	(3)
Bags:	2 rolls of 200 Biodegradable pick up litter bags.

Attachment: Pole-mounted w/ footing
Manufacturer: Pet Pick-Ups, Inc. (303) 443-8914
P.O. Box 460547
Denver, CO 80246
www.petpickups.com

220-15 **INTERPRETIVE EXHIBITS.** Exhibit Panel shall be full color graphic panel constructed of high pressure laminate (fiberglass imbedded graphic panel) with the ability to withstand scratching,, fading, discoloration, cracking and breakage. Thickness to be adjusted to the size of the exhibit to provide a firm stable exhibit that can withstand a 600 lb live load without damage. Full color graphics and text will be provided by the City for each exhibit.

Frame: Interpretive exhibit frame shall be constructed with painted steel legs and frame and stainless steel panel attachment hardware. Panel shall be mounted using round headed stainless steel Torx head or equal vandal resistant bolts.

The interpretive sign shall be a double post-mounted, commercially available sign assembly consisting of base post unit and sign. Sign product shall be Envirosigns, model no 'Wightman Park -San Diego', or equal, with sign size per dimensions on the plans. Sign shall be vandal proof and installed at location shown on plans. Sign graphic shall be attained from the City Project Manager or Resident Engineer for production by Envirosigns. Envirosigns, (888) 492-5377. Production lead time is approximately 4-6 weeks.

220-16 **COBBLE VENEER SEAT WALL.** CMU masonry construction with cobble veneer and precast concrete seat per sections 200-1.11, 202 'Masonry' and Section 303 'Concrete and Masonry Construction'. See detail on plans. Treat all exposed concrete with Anti Graffiti Coating per section 210-6. Precast concrete seat shall be:

Model No.: Q-X4R-37.5x24x4, 18" wide curved precast concrete bench seat, or approved equal.
Dimensions: 18" width x 24" length x 4"thk wall cap, Radius=37.4828'; mounted at 19" height.
Color: C5-'French Grey', integral colored concrete
Finish: T2-Light Sandblast
Sealer: No manufacturer sealer
Anti-Graffiti: Manufacturer applied, type per Section 210 'Paint and Protective Coatings'
No. of units:(10) Total radius wall length: 19.186' measured at centerline of wall.
Attachment: Surface-mounted to masonry with mortar and grout.
Manufacturer: Quick Crete Products Corp., Inc. (951) 737-6240
731 Parkridge Avenue
Norco, CA 92860
www.quickcrete.com

SECTION 300 – EARTHWORK

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 construction machinery. 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, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-1.8.6 **Joints.** To Paragraph Four, ADD the following:

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 resilient paving sub-slab abuts existing or new concrete curbs, 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 within the concrete slab section, with a minimum of two dowels abutting into any adjacent slab sections.

ADD:

303-4.1.2.1 **Cobble Stone Wall with Cap.** Cobble stone wall with cap shall be constructed as indicated on the plans and in compliance with Section 303-1 of the Greenbook and Whitebook.

Contractor shall install cmu masonry block over cast in place concrete footing for wall with cap. CMU masonry units shall be installed level and filled solid with mortar. Contractor shall install galvanized masonry ties within cmu block for securing cobble stone veneer. Upon completion of cmu masonry installation, the Contractor may begin cobble stone veneer installation. Contractor shall laydown protective coverings over adjacent sidewalk paving sections with plastic sheeting and plywood surfacing adjacent to cobble stone wall work areas.

Stone must be water saturated, surface-dry when placed. Water down the stone 24 hours prior to placement until saturated. Reapply water to keep stone saturated as required by weather conditions.

Coordinate placement of reinforcement, anchors and accessories, flashings and other moisture control products supplied by other sections.

Clean all built-in items of loose rust, ice, mud, or other foreign matter before incorporating into the wall. All ferrous metal built into the wall shall be primed or galvanized.

Install thin veneer stone and mortar in accordance with ACI 530.1/ASCE 6/TMS 602 Specifications for Masonry Structures.

Distribute stone uniformly over total work area taking care to avoid a concentration of any one color to any one surface area. Do not use stacked vertical joints.

For placing and bonding, dampen substrate as required to reduce excessive suction. Apply mortar in accordance with PCA Plaster (Stucco) Manual to a thickness of 1/2 to 3/4 inch. Do not spread more than a workable area of 3 to 6 SF so that mortar will not set before stone is applied. Apply cobble stone in a full bed of mortar with full head joints. Work from the bottom up laying corners first. Remove excessive mortar as work progresses. Do not shift or tap cobble stone after mortar has achieved initial set. Where adjustment is required, remove mortar and replace. Isolate top of cobble stone from horizontal cap units and slabs or decks with compressible joint filler and sealant.

For joining work where fresh masonry joints partially set masonry, remove loose stone and mortar. Clean and lightly wet surface of set masonry. To avoid a horizontal run of masonry rack back 1/2 the length of stone in each course. Toothing is not permitted.

For joints, place stone with an approximate ½ - 1 inch mortar joint, as stone allows. Tool joints when "thumb-print" hard with a square jointer slightly smaller than the width of the joint. Trowel-joints to 1/4" below stone grade. Finish joints with a soft brush only. Re-tempering of mortar is not permitted. Use non-corrosive stone shims as required to maintain uniform joint thickness.

Promptly remove excess wet mortar from the face of the stone as work progresses. Clean stone masonry with a masonry sponge and clean water only. When the work is completed and the mortar has set for 2 to 3 days the surface may be cleaned using a mild masonry detergent acceptable to the stone manufacturer. Do not use metal brushes or acids for cleaning.

303-4.1.5 Measurement and Payment. ADD the following:

Measurement for cobble stone wall with cap shall be per the lineal foot of wall.

Payment for Cobble stone wall with cap 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 cobble stone wall with cap , 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.

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, footings, reinforcing, jointing, finishing, forming, labor, materials, and all other incidentals, etc. No additional compensation for this work will be allowed.

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.

303-1.11 **Payment.** ADD the following:

Payment for Cast in Place Wall footings shall be included in the respective bid item that the footings are place for, and 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 walls, signage walls, etc., including but not limited to grading include full compensation for furnishing all items of work necessary to construct new sidewalk, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

303-5.5.3 **Walk.** To 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.

Third paragraph, DELETE fifth and sixth sentences and SUBSTITUTE with the following:

At locations indicated on the drawings, after final troweling, portland cement concrete paving shall receive a medium broom finish or an exposed aggregate finish on all surfaces for a slip resistant finish.

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."

303-5.9 **Measurement and Payment.** ADD the following:

Payment for sidewalk concrete paving, curb & gutters, 12" wide concrete curbs, 6" wide concrete curbs, and flush curbing, shall be included in the total lump sum project price and shall include the complete structural section, reinforcing, subgrade preparation, compaction, formwork , and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore.

Payment for 4" Concrete Sub-Slab 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 4" Concrete Sub-Slab (560-B-3250 over Class II aggregate base), 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.

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

Payment for 6" PCC Curb and Gutter 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 6" PCC Curb and Gutter, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

Payment for 6" Curb 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 6" Curb, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

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 202-7 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 direct 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.

303-9.2 **Measurement and Payment.** 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 will be allowed therefore.

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

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
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

ADD:

306-23 **DRINKING FOUNTAIN WATER SUPPLY PIPING.** Domestic water supply piping to drinking fountain shall be installed as indicated on the drawings and in conformance with state and local plumbing and building codes and Section 306 of these Greenbook and Whitebook standards.

306-23.1 **Payment.** Domestic water supply piping to drinking fountain shall be measured by the linear foot. Payment for domestic water supply piping shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, water system retrofit, and incidentals, and for doing all the work involved in providing the Domestic water supply piping, complete in place, as shown on the Plans and as specified in these Special Provisions.

ADD:

306-24 **PLAY AREA SUB-SURFACE DRAINAGE SYSTEMS.** Play area sub-surface drainage systems shall consist of trench drains, model 600 Series with Contractor selected units of pre-sloped trench drains as required to provide adequate drainage of play areas, drain inlets, drain lines and connections to sump drainage systems for positive drainage. Sub-surface drainage systems piping shall be installed as indicated on the drawings, and in coordination with the play area structures as determined by the Contractor, and in conformance with state and local plumbing and building codes and Section 306 of these Greenbook and Whitebook standards.

306-24.1 **Measurement and Payment.** Sub-surface drainage systems shall be measured for payment by the linear foot. Payment for sub-surface drainage systems shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, existing drainage system retrofit, and incidentals, and for doing all the work involved in providing the sub-surface drainage systems, complete in place, as shown on the Plans and as specified in these Special Provisions.

308-2.3.2 Fertilizing and Conditioning Procedures. To 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:

Within shrub planting areas only, 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. Place additional Class A topsoil in planting areas as required to meet grades as indicated on the plans prior to final ripping/scarifying and incorporation of soil amendments.

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 turf and shrub planting 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 shrub planting areas (excluding turf 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 shrub planting areas 3:1 or less in steepness:

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 ten (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 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 at the end of the post-construction maintenance period.

Maintenance Phase Fertilizer:

The Contractor shall apply 12-4-6 fertilizer at 30-day intervals from the start of the maintenance period at a rate of 6 lbs. per 1,000 sq. ft. to the planted areas.

1) Application rates:

Type	Fertilizer	Rate
(a) Trees:	1/2 lbs. per each 1" of trunk caliper	Post planting 12-4-6
(b) Shrubs, Vines & Groundcover Planting area	6 lbs. per 1,000 sq. ft.	Post Planting 12-4-6

2) Apply fertilizer with acceptable equipment.

3) Apply fertilizer when plants and planting areas are in dry condition, apply irrigation immediately after fertilizer application.

308-2.3.3 **Topsoil in Turf Areas.** To the City Supplement, Second sentence, change 3" to 6" for depth of scarifying.

ADD the following:

In fill areas, Contractor shall remove existing native soils to a 12" depth from proposed finish grade and relocate to other areas requiring fill, stockpile on site for reuse, or export off site. Once existing soils are removed, existing native sub-grade soils shall be ripped to a depth of 6" in preparation to receiveimported topsoils or salvaged topsoils to be amended in place for compliance with Class 'A' topsoil requirements. Sub-base and ripped native soils shall be further scarified in two perpendicular directions to mix together. Contractor shall compact sub-base to 85% compaction before placing Class C or Class A topsoil. Class C and/or Class A topsoil shall be installed in two 6" lifts and amended prior to placing subsequent lifts. One half of the soil conditioning materials indicated below shall be evenly spread and blended/rototilled in each lift of Class C and /or Class A topsoil at the following rates per 1,000 square feet over all turf areas:

Type 4 organic soil amendment:	6 cubic yards
Soil conditioner:	75 lbs per 1,000 sq. Ft.
Pre-plant fertilizer:	20 lbs per 1,000 sq. Ft.
Iron sulphate:	20 lbs per 1,000 sq. Ft.

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 Resident Engineer 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 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 will have the Landscape Architect Consultant 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 $120/hour or fraction of hour.

It is in the Contractor's interest to have the Resident Engineer (or designated representative) visit the nursery and inspects the Contractor's selected trees prior to delivery to the site. 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 Resident Engineer 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 these Special 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.

ADD:

308-4.2.1 **Prune Existing Trees to Remain.** Any pruning of existing trees to remain to accommodate the project shall be done by tradesmen experienced in this type of work under the direction of a Certified Arborist. The removal of any limbs, branches and roots shall be done only after conferring with the Resident Engineer.

Payment: Payment for pruning of existing trees shall be included in the lump sum project cost and no additional payment will be made.

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 and guying materials.

The trees 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. 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.

308-4.6.3 **Guying.** To the Second paragraph, REVISE to read as follows:

All boxed trees sizes 48" and larger shall be guyed. Guying shall be done immediately after planting. Three guys per plant shall be installed in accordance with the following:

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.

308-4.7.3 **Sod.** Second paragraph, second sentence: change the word "conditioning" to "preparation".

ADD the following:

Preparation of soil: After conditioning of soil, area to be planted with lawn sod shall be raked, floated and rolled to finish grade; smooth and even, free of rocks and clods, and reasonable well firmed. Prior to planting, the surface of the area shall be sufficiently loose, moist, and friable to receive the sod.

Sodding: Sub-soil finish grade shall be sufficiently below final grade to allow for the thickness of the sod. Sod slabs shall be laid promptly after delivery to job site. In hot, dry, or windy weather, stacked sod at job site shall be lightly sprinkled with water to prevent slab edges from drying excessively. Sod slab ends and sides must be butted together for a close fit and in a staggered pattern without overlapping, parallel to lay of land.

Initial Watering: Immediately following planting, sod shall be thoroughly watered and kept sufficiently moist until the sod has rooted.

Final Compaction: Fully germinated and rooted lawn areas shall be allowed to dry sufficiently to permit rolling with a two hundred to three hundred pound water weighted roller to compact the soil around grass and roots and to provide a firm, smooth mowing surface.

Filling: Following compaction and irrigation settlement, all depressed areas shall be filled with screened conditioned top soil and re-sodded.

Protection: The lawn areas shall be protected against foot traffic and other use. Damaged areas shall be repaired immediately.

Finishing: After planting operations are completed, the top surface of the lawn areas shall be left smooth and visually even, with no ridges, rises or depressions.

308-4.9.3 Seeding and Mulching. DELETE in its entirety and SUBSTITUTE with the following:

Seed, fertilizer, mulch, and other specified materials shall be applied on slopes by Method B described in 308-4.8.2. Method B Hydroseed shall be composed of materials as follows:

Hydroseed shall consist of a mixture of bonded fiber matrix, seed, commercial fertilizer, binder, and water. Mixture will be as specified as follows:

The hydro-mulch slurry mixes shall be applied in a two (2) step process which allows seed to be in close contact with soil. The hydro-mulch shall be applied at the following rates:

Step 1: Seed Application Hydro-mulch:

Bonded Fiber Matrix (BFM): 500 lbs. per acre.
Fertilizer (Pre-Plant12-12-12): 100 lbs per acre
Water: As required per manufacturer's instructions
Mycorrhizal Inoculum: 60 lbs. per acre.
Seed Mix: Pure live seed in weights as indicated on plans

Step 2: Erosion Control Hydromulch

Bonded Fiber Matrix (BFM): 2,500 lbs. per acre.
Water: As required

Contractor must provide the Resident Engineer with seed "bag tags" and receipt forms prior to installation of hydroseed mixture.

All bare spots shall be re-seeded and mulched by the Contractor within thirty days of the initial application.

The preferred time for performing seeding is between the dates of October 15 and November 30 or before the first substantial winter rains if this is not possible, seeding shall occur between October 15 and February 28. Since an irrigation system is specified for the slope areas, seeding of those areas can be performed between September 15 and March 15, if the site is ready for seeding.

Seeding shall be started only after weed eradication, soil preparation and finish grading has been completed and soil has been permitted to settle.

Floating: After finish grading, deep watering, the areas to be seeded shall be loosened to a depth of two inches, raked, and floated to the final finish grade by a standard method acceptable to the Resident Engineer/Project Biologist (Restoration Ecologist), with the finish surfaces left even and smooth, free from ridges and depressions and reasonably well firmed.

All seed shall be separated and containerized by species. Each species of seed shall be labeled with the species, purity, germination, percent live seed and quantity of the seed in pounds. Save all seed tags and provide to the Resident Engineer with a small sample of seed from the seed containers prior to mixing to verify the seed quality.

Seeding application is to be performed prior to application of the hydromulch so that seed is in direct contact with the soil.

The seed shall be evenly applied over the entire area at the rates indicated for each area. During the sowing, care shall be exercised to keep uniform seed spacing. Seeding shall not be performed during times when wind may cause uneven distribution of the seed.

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, backflow preventers, 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 REPLACE with 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. (See Section 212-3.2.2.3 for material.)

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:

Flow sensor cable and two low voltage conductors shall be installed in conduit from each flow sensor box through the remote control valve (master) to the irrigation controller as shown on the plans. Flow sensor cable shall conform to "Flow Sensor Cable". 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 included in the project total lump sum cost, and no additional compensation shall be allowed.

ADD:

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

Three (3) keys for opening and locking each automatic controller enclosure.

Two (2) globe valve keys with a minimum four (4) foot long handle.

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

Five (5) quick coupler keys with swivel hose ells to match quick coupler valves used on the project.

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

SECTION 315 - SITE FURNISHINGS INSTALLATION

ADD:

315-1 **GENERAL INSTALLATION REQUIREMENTS.** Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete surfaces or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Tamper-resistant epoxies or connectors shall be used to prevent theft.

See construction plans and details for location and layout. See section 220 – Site Furnishings, of these Special Provisions for model numbers of furnishings.

Apply anti-graffiti coating as required prior to installation on site, and after the appropriate curing time for all materials to avoid discoloration.

Clean-up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit.

315-2 PRECAST CONCRETE PICNIC TABLE INSTALLATION.

315-2.1 **Installation.** Precast Concrete Picnic Tables shall be located where shown on the plans. Install tables in accordance with manufacturer's instructions and recommendations. Install tables accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Tables shall be affixed to the concrete paving with epoxy and masonry anchor bolts as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-2.2 **Measurement and Payment.** Payment for 'Precast Concrete Picnic Tables' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-3 PRECAST CONCRETE ACCESSIBLE GAME TABLE WITH BENCH SEATS INSTALLATION.

315-3.1 **Installation.** Precast Concrete Accessible Game Table with Bench Seats shall be located where shown on the plans. Install tables in accordance with manufacturer's instructions and recommendations. Install Accessible Game Table with Bench Seats accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Accessible Game Table with Bench Seats shall be affixed to the concrete paving with epoxy and masonry anchor bolts as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-3.2 **Measurement and Payment.** Payment for 'Precast Concrete Accessible Game Table with Bench Seats' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and

incidentals required to complete the work specified and no additional compensation will be made therefore.

315-4 PRECAST CONCRETE GAME TABLE WITH BENCH SEATS INSTALLATION.

315-4.1 Installation. Precast Concrete Game Table with Bench Seats shall be located where shown on the plans. Install tables in accordance with manufacturer's instructions and recommendations. Install Game Table with Bench Seats accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Game Table with Bench Seats shall be affixed to the concrete paving with epoxy and masonry anchor bolts as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-4.2 Measurement and Payment. Payment for 'Precast Concrete Game Table with Bench Seats' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-5 Precast Concrete Bench Installation.

315-5.1 Installation. Precast Concrete Benches shall be located where shown on the plans. Install tables in accordance with manufacturer's instructions and recommendations. Install Benches accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Benches shall be affixed to the concrete paving with epoxy and masonry anchor bolts as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-5.2 Measurement and Payment. Payment for 'Precast Concrete Benches' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-6 BARBEQUE AND FOOD PREP COUNTER INSTALLATION.

315-6.1 Installation. Precast Concrete Barbeque and Food Prep Counters shall be located where shown on the plans. Install units in accordance with manufacturer's instructions and recommendations. Install units accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Units shall be affixed to the concrete paving with epoxy and masonry anchor bolts as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-6.2 **Measurement and Payment.** Payment for 'Precast Concrete Barbeque and Food Prep Counters' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-7 PRECAST CONCRETE TRASH RECEPTACLE INSTALLATION.

315-7.1 **Installation.** Precast Concrete Trash Receptacles shall be located where shown on the plans. Install units in accordance with manufacturer's instructions and recommendations. Install units accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Units shall be affixed to the concrete paving with epoxy as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-7.2 **Measurement and Payment.** Payment for 'Precast Concrete Trash Receptacles' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-8 PRECAST CONCRETE HOT COAL RECEPTACLE INSTALLATION.

315-8.1 **Installation.** Precast Concrete Hot Coal Receptacles shall be located where shown on the plans. Install units in accordance with manufacturer's instructions and recommendations. Install units accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Units shall be affixed to the concrete paving with epoxy as indicated on the drawings and per these special provisions.

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 installation work. Protect the benches from damage throughout construction work.

315-8.2 **Measurement and Payment.** Payment for 'Precast Concrete Hot Coal Receptacles' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-9 **PRECAST CONCRETE RAIL FENCE INSTALLATION.** Precast concrete rail fence shall be installed per manufacturer's recommendations. Review existing site

for any utilities to remain or conflicts with existing or proposed amenities. Prepare site by clearing fencing area and grading fence alignment per grading plan. Prepare layout of curbing and post footing locations and grade level all areas between the posts for compliance with the grading plans. Prepare footing holes. Reinforcement steel, bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed, shall be accurately positioned and secured in place.

Install all reinforcement with the following clearances between reinforcing steel and face of concrete: Footing, pier bottom: 3"

Footing size shall be based on soil properties at the site. Fresh poured concrete shall be tamped into place by steel rammer, slicing tools or mechanical vibrator until concrete is thoroughly compact and without void.

Make excavations for footing to depth as recommended by manufacturer for 3'-6" fence. Leave the bottom-bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from grade beam excavations prior to concrete pour. Align and level posts and panels to be plumb. Prior to substantial completion of fence, Contractor shall clean surfaces of fence as recommended by fence manufacturer.

315-9.1 **Measurement and Payment.** Precast concrete rail fence shall be measured for payment by the linear foot and shall be included in the total lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, footings, attachments, and incidentals, and for doing all the work involved in providing and installing the precast concrete rail fence, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-10 PRECAST CONCRETE MONUMENT AND DECORATIVE SIGNS INSTALLATION.

Contractor shall field verify location of sign and stake out center line alignment and limits of footings. Contractor shall then stake proposed finish grade elevations at monument sign wall ends and at transition to decorative sign wall. Excavate to required depth to bottom of footing and place reinforcing per plans. Concrete shall be placed to match footing dimensions as indicated on plans. Contractor shall finish top of footing for a level finish in all directions. Monument sign and decorative sign templates will be provided to contractor for core drilled hole locations prior to sign delivery and placement. Core drilled holes shall be provided as recommended by sign manufacturer. Sign will be placed onto footing by sign manufacturer. Core drilled holes shall be grouted prior to sign placement. Provide epoxy between cored holes and all areas where monument sign and decorative signs will be placed for added bonding. Install sign plumb. Backfill void between finish grade and sign for added support.

315-10.1 **Measurement and Payment.** Precast concrete monument sign and decorative sign shall be measured for payment by the unit and shall be included in the total lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, footings, attachments, and incidentals, and for doing all the work involved in providing and installing the precast concrete monument sign

and decorative sign, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-11 DRINKING FOUNTAIN INSTALLATION.

315-11.1 **Installation.** Provide and install drinking fountain as shown on the drawings, and as specified in this section.

The Contractor shall submit the manufacturer's product data (including finish data) and installation specifications and other data required to demonstrate compliance with the specified item.

Deliver, store, and handle all materials to prevent damage and deterioration.

Do not install drinking fountain before completion of final grading, and concrete paving.

Examine sub-grades, finished surfaces, and installation conditions. Do not start drinking fountain work until unsatisfactory conditions are corrected.

Remove loose material and debris from base surface before placing drinking fountain.

Locate and layout drinking fountain, boxes and sump and Obtain Engineer's acceptance of layout prior to installation.

Install drinking fountain per manufacturer's specifications and/or recommendations and comply with all local plumbing codes. Attach securely to grade as recommended by the manufacturer, using vandal resistant stainless steel anchor bolts appropriate for the installation. Installation shall be secure and stable.

Drinking fountain shall be set in place as indicated on the plans and as approved by the Engineer. Legs shall be fabricated, cut or ground to fit grade to provide a level installation at the specified height. Installed drinking fountain shall be true and square to paving design, installed level and shall not wobble.

Locate and connect to potable water source including trenching and waterline. Check for leaks.

Sump installation shall include the excavation and placement of crush rock materials wrapped in filter fabric to the dimensions as indicated on the SDM-107 detail. Layout of sump shall be provided with positive drainage away from the drinking fountain location. A consistent cover shall be provided over the perforated pipe and crushed rock layer.

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 landscape furnishings work.

Protect drinking fountain from damage during construction.

315-11.2 **Measurement and Payment.** Drinking Fountain shall be measured for payment by the unit. Payment for Drinking Fountain shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, attachment to surface, plumbing, water connection, shut-off, drain sump and incidentals, and for doing all the work involved in providing the Drinking Fountain, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-12 **BASKETBALL GOALS INSTALLATION.** Contractor shall install basketball goal footings at locations shown on the drawings. Place footings in sizes (60"Depth x 30"Dia.) as recommended by the manufacturer. Hold footing a minimum of 6" lower that court finish grade to allow court paving to be placed up to edge of goal. Install basketball goal within footing per manufacturer's recommendations. Install basketball goal unit plumb and in correct orientation with basketball court layout.

315-12.2 **Measurement and Payment.** Payment for 'basketball goals' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-13 **BIKE RACK INSTALLATION.**

315-13.1 **Installation.** Bike racks shall be located where shown on the plans. Install bike racks in accordance with manufacturer's instructions and recommendations. Install bike racks accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Install per construction detail.

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 installation work. Protect the bike racks from damage throughout construction work.

315-13.2 **Measurement and Payment.** Payment for 'bike racks' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-14 **REMOVABLE BOLLARDS INSTALLATION.**

315-14.1 **Installation.** Bollards shall be located where shown on the plans. Install bollards in accordance with manufacturer's instructions and recommendations. Install bollards plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install bollards / sleeves within thickened concrete paving areas at a minimum of 10" depth and coordinate locations of grout pockets per bollard manufacturer template. Coordinate installation of bollards with Concrete Sidewalk Contractor and/or installers of adjacent materials. Protect bollards during construction of paving work by covering with plastic or other protection.

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 landscape furnishings work.

Protect the bollards from damage throughout construction work.

315-14.2 **Measurement and Payment.** Bollards shall be measured for payment by the unit. Payment for bollards shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, footings, materials, tools, equipment, and incidentals, and for doing all the work involved in providing the bollard, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-15 PET WASTE STATION.

315-15.1 **Installation.** Pet waste station shall be located as shown on the plans. Install pet waste station in accordance with manufacturer's instructions and recommendations. Install pet waste stations accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

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 installation work. Protect the pet waste stations from damage throughout construction work.

315-15.2 **Measurement and Payment.** Payment for 'pet waste stations' shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, material including concrete footings, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

ADD: SECTION 316 - PLAY AREA IMPROVEMENTS INSTALLATION

316-1 **2-5 and 5-12, INSTALLATION.** Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground equipment, structure or modular unit.

Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be LSI (Landscape Structures, Inc.) certified. Contractor shall contact a minimum of 48 hours in advance to have a CPSI certified County Inspector to inspect the play equipment and rubber surfacing prior to acceptance. Any non-conforming items shall be repaired or replaced before acceptance.

Install all factory-fabricated landscape furnishings per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete base or footings to the satisfaction of the Resident Engineer and in conformance with the manufacturer's instructions. Anchor bolts cast into the

concrete shall reinforce all attachments. Tamper-resistant connectors shall be used to prevent theft.

See construction plans and details for location/layout and model numbers of play equipment.

All equipment installations shall observe the manufacturer's recommended safety zones. Safety zones shall be completely contained in the resilient surfacing area.

Clean-up: the site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on-site during installation with appropriate protective measures and approval by the resident engineer.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

316-1.2 **Measurement and Payment.** The 2-5 year old play structure and 5-12 year old play structure, shall be measured for payment by each structure complete and in place. Payment shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing each play structure unit, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

316-2 **RESILIENT RUBBER SURFACING INSTALLATION.**

316-2.1 **Site Preparation.**

316-2.1.1 **Finished Grade/Slope.** Verify that finished elevations of adjacent areas are as indicated on the site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per, site or equipment plans while meeting accessibility and use zones requirements.

316-2.1.2 **Sub base.** Tolerance of concrete sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Verify that subgrade has been fully compacted to 95 percent or greater.

316-2.1.3 **Curing of Concrete.** If poured in place surfacing is installed, verify that concrete Sub base has cured (All areas appear white in color usually between 3-7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.

316-2.1.4 **Drainage.** Verify that sub-surfacing drainage has been installed to provide positive drainage.

316-2.2 **Installation.**

316-2.2.1 **Poured in Place Surfacing.** Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to *2,000 square feet* per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.

316-2.2.2 **Cushion Layer.** Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.

316-2.2.3 **Wear Course.** Wear Course must be Thermal Plastic Vulcanized (TPV) granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day.* (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.

316-2.2.4 **Perimeter.** For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1" deep x 1" wide, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive and the final 2" of the cushion layer shall be tapered to allow the wear surface material to be 1.5"- 2" thick where it joins the concrete edge.

316-2.2.6 **Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

316-2.2.7 **Clean Up.** Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

316-2.2.8 **Protection.** The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.

316-2.2.9 **Manufacturer's Services.** For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

316-2.3 **Payment.** Resilient rubber surfacing shall be measured for payment by the square foot unit. Payment for Resilient rubber surfacing shall be included in the lump sum project cost. The contract unit price paid per resilient rubber surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, concrete base, trench drainage systems and piping, and incidentals, and for doing all the work involved in providing the resilient rubber surfacing, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

316-3 **INDEPENDENT PLAY AUDIT.** The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment."

The Contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the Audit. The Contractor shall provide to the Park and Recreation Department, Landscape Architect, and Resident Engineer, written certification, signed by the certified playground safety inspector stating that the playground area, surfacing, and play equipment is in compliance with all current applicable accessibility and safety standards.

The cost of the play audit shall be included in the cost of the play equipment, and no additional payment shall be made.

ADD: **SECTION 318 - ROCK AND BOULDER INSTALLATION.**

318-1 **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.

318-2 **MEASUREMENT AND PAYMENT.** The price for 'Rock Mulch' is included in the lump sum for 'Landscape and Irrigation Systems' 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.

318-3 **ROCK PAVING INSTALLATION.** Install rock paving in accordance with the detail on the plan prior to installing surrounding planting and after sign wall installation. 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 slope away from sign. 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 exposed. Clean all surfaces of rock with wet sponge, cleaning sponge repeatedly to keep rock surface clean.

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.

318-3.1 **Measurement and Payment.** The price for Rock Paving is included in the lump sum for 'Landscape and Irrigation Systems' and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for performing all work in installing the Rock Paving, complete and in place as shown on the plans. No additional compensation for this item shall be allowed.

318-4 **BOULDER INSTALLATION.** Install boulders with a minimum burial of 1/3 of boulder prior to installing surrounding paving, cobblestone and planting. Subgrade shall be compacted prior to placement. Boulders shall be placed as laid out on plan in natural appearing groups as directed by the County Engineer. After setting on compacted subgrade, the boulders shall be pressed into place using the bucket of a heavy skiploader to compress the soil under the boulder and eliminate air pockets. Compact soil backfill around boulders prior to installing paving, cobblestone and planting.

Clean boulders prior to paving installation. Cover all boulders during paving installation operations with plastic to deter damage by concrete placement. Exposed surfaces of boulders shall be clean and free of dirt, discoloration and concrete.

318-3.1 **Measurement and Payment.** The price for 'Boulders' is included in the lump sum for 'Landscape and Irrigation Systems' and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals and for performing all work in installing the Boulders, complete and in place as shown on the plans. No additional compensation for this item shall be allowed.

SECTION 400 - ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREADED BASE MATERIAL

400-2.2 **Disintegrated Granite.** DELETE in its entirety and SUBSTITUTE with the following:

400-2.2 **Decomposed Granite.** Decomposed granite shall conform to 200-2.7.

Decomposed granite shall be type indicated in Section 200-2.7, placed in a (3) 2" lifts for a total thickness of 6". Decomposed granite shall be placed over a 4" layer of compacted Class II base.

The decomposed granite path surfacing must be compacted to a minimum of 95%. The decomposed granite pathway material must contain a binder to maintain the firmness and stable surface. The Contractor shall provided product data and testing information to confirm that material contains the binder materials at rates as recommended by the manufacturer.

A maintenance program as defined by the product manufacturer shall be implemented to maintain the original specifications of the constructed path as required by CBC 1101B.3. The maintenance program shall address the weather and wear and tear related maintenance practices.

ADD:

400-2.3 **Stabilizer For Decomposed Granite.** Stabilizer for decomposed granite shall be a commercially produced, patented, non-toxic organic binder. It shall be colorless, odorless, concentrated powder that naturally binds decomposed granite. Stabilizer is available at Decorative Stone Solutions or approved equivalent. Stabilizer shall be thoroughly pre-blended with the decomposed granite at the manufacturing facility.

ADD:

400-2.4 **Stabilized Decomposed Granite Installation.**

Install stabilized decomposed granite surfacing as follows:

a) Excavate to allow installation of Class II base and decomposed granite flush with adjacent grades. Moisture compact sub-grade 90% density to a depth of 8" prior to placing Class II base.

b) Apply two applications of pre-emergent herbicide (See Section 212-1.2.7). Apply once before placing Class II base and once following placement of the decomposed granite.

c) Pre-blend stabilized decomposed granite at the rate of 10 lbs. of stabilizer per ton of decomposed granite at the manufacturing facility. Blending may be done with cement mixer, pug mill, or any similar piece of equipment to thoroughly and completely blend the stabilizer with the decomposed granite material. It is essential that the stabilizer be mixed thoroughly and uniformly

through the decomposed granite. Proper mixing is a must for successful application.

d) Apply mixture in one inch lifts to a compacted depth as shown on the plans.

e) Grade and smooth stabilized decomposed granite.

f) Apply water until moisture penetrates to full depth of the stabilized decomposed granite. Water activates stabilizer, so it is essential that the full depth of the material receives water at this time. To allow water to penetrate, the stabilized decomposed granite should be applied in two lifts.

g) Upon thorough moisture penetration, compact each lift of the stabilized decomposed granite. Compaction shall be done with a vibrating roller. Finish grade shall be level with adjacent concrete grades.

h) Allow finished surface enough time to dry completely before use. Set up time varies, depending upon weather conditions. A hot, dry climate will set up sooner than cooler, moist climate.

i) Make one additional pre-emergent application one week prior to substantial completion.

400-2.5 **Stabilized Decomposed Granite Paving Measurement & Payment.** Stabilized Decomposed Granite Paving shall be measured by the total cubic yards and paid within the total lump sum project cost and shall be installed complete and in place and shall include full compensation for furnishing all material, delivery, placement, fees, labor, equipment, water, Class II base materials, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

SECTION 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING

700-1.7.2 **Project Biologist.** To the City Supplement, ADD the following:

The City will retain a qualified Project Biologist to perform biological monitoring work for this contract. You must coordinate your activities and Schedule with the activities and schedules of the Biologist Monitor.

SECTION 705 – WATER DISCHARGES

705-2.6.1 **General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."**

705-2.6.3 **Community Health and Safety Plan.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 **Community Health and Safety Plan.** See 703-2, "Community Health and Safety Plan."

SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Mitigated Negative Declaration** for **Wightman Street Neighborhood Park**, as referenced in the Contract Appendix. You must comply with all requirements of the Environmental Document 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

APPENDIX A

MITIGATED NEGATIVE DECLARATION

City of San Diego
Development Services

ENTITLEMENTS DIVISION
(619) 446-5460

Mitigated Negative Declaration

Project No. 149112
SCH No. N/A

SUBJECT: **WIGHTMAN STREET NEIGHBORHOOD PARK.** MAYORAL APPROVAL for the design and development of the Wightman Street Neighborhood Park on a 0.9 acre parkland located in the Mid City-City Heights area, proposing park amenities such as children's play area with playground equipment, basketball courts, picnic furniture and shade structure, trails and exercise stations, and landscapes. In addition, this project will also include improvements to Auburn Creek for the portion located on site in compliance with the City's Chollas Creek Enhancement Program adopted in 2002 enhancing it to a more natural riparian condition, featuring it as an educational and recreational amenity for the public, and improving drainage flow in the creek channel. The proposed project site is located at 5024-5050 Wightman Street, east of 50th Street and south of University Avenue within the City Heights Neighborhood of the Mid-City Communities Planning Area. Applicant: City of San Diego, 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 areas(s): **Historical Resources (Archaeology).** Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

GENERAL

The following mitigation measures shall be noted on the submitted construction/grading documents and contract specifications, and included under the heading, "Environmental Mitigation Requirements." In addition, the requirements for a Preconstruction Meeting shall be noted on all construction documents.

HISTORICAL RESOURCES (ARCHAEOLOGY)

I. Prior to Permit Issuance or Bid Opening/Bid Award

A. Land Development Review (LDR) Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project.
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coast Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
   a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

3. Identify Areas to be Monitored
   Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits.
   The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
   MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
   a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
   b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
   After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

A. Monitor Shall be Present During Grading/Excavation/Trenching
   1. The Archaeological monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the AME and as authorized by the CM. The Native American monitor shall determine the extent of their presence during construction related activities based on the AME and provide that information to the PI and MMC. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities.**
   2. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
   3. The PI may submit a detailed letter to the CM and/or RE for concurrence and forwarding to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-

dating the previous trenching activities, presence of fossil formations, or when native soils are encountered may reduce or increase the potential for resources to be present.

B. Discovery Notification Process
   1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
   2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
   3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance
   1. The PI and Native American monitor shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
      a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
      b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
         (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
      c. If resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
         (1). Note: For Pipeline Trenching Projects Only. If the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
         (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects
   The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
   1. Procedures for documentation, curation and reporting

a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and the following procedures as set forth in the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification
1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS).
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.

3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with the California Public Resource and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains shall be determined between the MLD and the PI, IF:
   a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission; OR;
   b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner.
   c. To protect these sites, the landowner shall do one or more of the following:
      (1) Record the site with the NAHC;
      (2) Record an open space or conservation easement; or
      (3) Record a document with the County.
   d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are **NOT** Native American
   1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
   2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
   3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant department and/or Real Estate Assets Department (READ) and the Museum of Man.

V. Night and/or Weekend Work

A. If night and/or weekend work is included in the contract
   1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
   2. The following procedures shall be followed.
      a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.

b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains.

c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.

d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

B. If night and/or weekend work becomes necessary during the course of construction
1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report
1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
   a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
   b. Recording Sites with State of California Department of Parks and Recreation
   The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Artifacts
   1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
   2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification
   1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
   2. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
   3. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
   4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)
   1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
   2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government
- U.S. Army Corps of Engineers (26)

State of California
- Park and Recreation Department
- California Department of Fish and Game (32A)
- California Regional Water Quality Control Board (44)

San Diego County
- Department of Environmental Health (75)

City of San Diego
- Councilmember Madaffer, District 7
- City Planning and Community Investment Department
  - MSCP, Betsy Miller (5A)
  - Long Range Planning, Tony Kempton (4A)
  - Jeff Harkness, Park Planning (5A)
- Development Services Department
  - Myra Herrmann (MS 501)
  - Corey Braun (MS 501)

Patricia Grabski (MS 301)
Darren Genova (MS 501)
Kamran Khaligh (MS 501)
Janet King (MS 922)
Mahmood Keshavarzi (MS 910)
Engineering and Capital Projects Department
Debbie Van Martin (908A)
Jeannette DeAngelis (MS 908A)
Local Enforcement Agency (MS 606L)
Library Government Documents (81)
Mid City Community Service Center (MS 94)
Park and Recreation Department (MS 35)
Park and Recreation Department
Heidi Lang (MS 37C)
Wetland Advisory Board (171)
Historical Resources Board (87)
City Attorney's Office – Shirley Edwards

Others

City Heights Area Planning Committee (287)
Mid City Business Improvement District (285)
Fairmount Park Neighborhood Association (303)
Fox Canyon Neighborhood Association, Inc.
John Stump (304)
SD Transit (112)
SDGE (114)
MTDB (115)
San Diego Unified School District (125)
San Diego City Schools (132)
Sierra Club, San Diego Chapter (165)
San Diego Audubon Society (167)
California Native Plant Society (170)
Center for Biological Diversity (176)
Endangered Habitats League (182)
Carmen Lucas (206)
Jerry Schaefer, PhD. (209)
South Coastal Information Center (210)
San Diego Historical Society (211)
San Diego Archaeological Center (212)
Save Our Heritage Organisation (214)
Ron Christman (215)
Louie Guassac (215A)
Clint Linton (215B)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (225A-R) **Public Notice Only**
Barona Group of Capitan Grande Band of Mission Indians (225A)
Campo Band of Mission Indians (225B)
Cuyapaipe Band of Mission Indians (225C)
Inaja and Cosmit Band of Mission Indians (225D)
Jamul Band of Mission Indians (225E)
La Posta Band of Mission Indians (225F)

Manzanita Band of Mission Indians (225G)
Sycuan Band of Mission Indians (225H)
Viejas Group of Capitan Grande Band of Mission Indians (225I)
Mesa Grande Band of Mission Indians (225J)
San Pasqual Band of Mission Indians (225K)
Santa Ysabel Band of Diegueño Indians (225L)
La Jolla Band of Mission Indians (225M)
Pala Band of Mission Indians (225N)
Pauma Band of Mission Indians (225O)
Pechanga Band of Mission Indians (225P)
Rincon Band of Luiseno Mission Indians (225Q)
Los Coyotes Band of Mission Indians (225R)

VII. RESULTS OF PUBLIC REVIEW:

( ) 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.

(X) 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 Land Development Review Division for review, or for purchase at the cost of reproduction.

Myra Herrmann, Senior Planner
Development Services Department

May 9, 2008
Date of Draft Report

July 9, 2008
Date of Final Report

Analyst: M. Herrmann

San Diego County Archaeological Society, Inc.

Environmental Review Committee

13 May 2008

To: Ms. Myra Herrmann
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Wightman Street Neighborhood Park
Project No. 149112

Dear Ms. Herrmann:

I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

1. Based on the information contained in the DMND and initial study, we concur with the impact analysis and mitigation measures as proposed.

We appreciate being included in the public review of this DMND.

Sincerely,

James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: SDCAS President
File

P.O. Box 81106 • San Diego, CA 92138-1106 • (858) 538-0935

RESPONSE TO COMMENTS

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY
(May 13, 2008)

1. Comment acknowledged.

Theresa Quiroz
4719 Baily Place
San Diego, Ca 92105

May 19, 2008

Ms. Myra Hermann
Environmental Planner
City of San Diego Development Services Center
1222 First Avenue, MS501
San Diego, Ca 92101

Re: Draft Mitigated Negative Declaration JO: 299250

Dear Ms. Hermann:

I would like to comment on the draft mitigated negative declaration for Wightman Street Neighborhood Park.

XV Transportation/Traffic, f. Result in inadequate parking? Adequate parking for the new park would be on existing street surrounding the site. Six on-site parking spaces are proposed.

2. The map presented as the general development plan does not show any on-site parking. Please clarify where those six on-site spaces would be located.

3. Wightman Street, adjacent to the park, is very narrow and curves both before and after the park site. Please clarify where the adequate on street parking is that would not create a danger to other drivers and to the numerous pedestrians of the area.

Initial Study Checklist - Water Quality

4. The study does not discuss the most important issue facing the project. The property being developed was purchased by the City as a result of a settlement of a lawsuit. The suit was brought because the property frequently floods due to stormwater problems north of the property. It was further found that the flood water was not water, but a mixture of water, hazardous elements and sewage. The City is fully aware of this issue. Please clarify why this issue of health and safety, flooding and water quality was not brought up in the study of environmental issues.

5. Also, the City is under an order from the Regional Water Quality Control Board to clean up the Chollas Creek and its tributaries. The Auburn Creek is a named tributary in the order. Please clarify why there is no discussion of how this project will affect that order, how the city will ensure that no copper, lead or zinc can be added to the polluted water body, or how this project will be used to comply with the order placed on the city.

VIII Hyrdrology and Water Quality a) violate any water quality standards

6. The Best Management Practices of the city have not yet incorporated the requirements of the RWQCB to remove copper, lead and zinc from the water bodies. Therefore, it is not sufficient to use current best

RESPONSE TO COMMENTS

THERESA QUIROZ
(May 19, 2008)

2. Comment acknowledged. The project does not include any on-site parking. As such, the Initial Study Checklist has been revised to correct the error as noted.

3. Six off-site parking spaces will be provided along the north side of Wightman Street as indicated on Figures 2 and 3. The existing driveway would be closed as part of the proposed project to create the additional street parking adjacent to the new park. The project and associated traffic related issues were reviewed by Transportation staff and no safety hazards were identified. Also see Response to Comment No. 2.

4. This comment refers to a lawsuit settlement requiring purchase of the property by the City of San Diego resulting from continued flooding from stormwater overtopping the Auburn Creek Drainage Channel. Because of the previous on-site flood conditions, a Preliminary Drainage Study was prepared by Nasland Engineering (October 2007) to determine the amount of storm runoff generated by the proposed improvements in comparison with the amount of runoff generated by the previously developed site. The report concluded that due to the reduction of impervious surfaces on the proposed park site, there will be a decrease of 0.55cfs in the peak runoff discharge in a potential 100-year storm event, based on the 100-year intensity factor of 3.0 in/hr, for the .93-acre site. The existing Q100 was calculated to be 1.95cfs, while the proposed Q100 was calculated to be 1.40cfs, and as such would not result in an impact to the existing hydrologic basin and drainage systems. This information has been incorporated into the Initial Study Discussion.

5. All proposed projects are required to comply with the City's Stormwater Regulations and the requirements of the Regional Water Quality Control Board (RWQCB) order. All City projects are reviewed for compliance with these regulatory requirements by the City's Stormwater staff to ensure that construction documents include all necessary measures to eliminate and/or reduce pollutant discharges into Chollas Creek via the Auburn Creek Tributary. In addition, pre- and post construction Best Management Practices (BMPs) have been incorporated into the project in accordance with the Chollas Creek Enhancement Plan and include a vegetated swale consisting of native riparian plant species, native hydroseed mix to minimize erosion on channel slopes, litter control, and protection of storm drain inlets, etc. The project will not contribute additional pollutants into the creek by eliminating the use of: specific Diazanon insecticides, fertilizers with concentrations of copper and zinc, and lead based paint. Other specific measures have been identified and incorporated into the California Regional Quality Control Board Application for Clean Water Act 401 Water Quality Certification, dated May 6, 2008.

6. See Response to Comment No. 5.

management practices. More specific actions need to be taken to ensure there is no further pollution of this impaired water body.

7. The MND states *Proposed enhancements to the existing creek channel would not affect the flow of urban runoff during a storm event.* So we know that any actions included in this project will not change the fact that the creek floods during storms.

e) Create or contribute to run-off water which would exceed the capacity of existing or planned stormwater drainage systems –

8. The project is a park with grass and shrubbery. Those will have to be watered and thus will contribute additional run-off, especially considering the downward sloping feature of the park. We know that the stormwater system is already overcapacity – resulting in the flooding which caused the city to have to purchase the property. We know that *proposed enhancements to the existing creek channel would not affect the flow of urban runoff during a storm event,* therefore would not help with the over capacity problem. The response given by staff relates to water quality, not to exceeding the capacity and is, therefore, non-responsive. Please respond appropriately.

i) Expose people or structures to a significant risk of loss – No habitable structures are proposed.

9. The residents of City Heights have long since known that staff consider our low-income and minority residents to be irrelevant. But this response is despicable in its total disregard for the safety of the residents. The only issue to staff is the safety of their structures. No response is given to the question of exposure of people to a significant risk. This attitude towards the health and safety of the City Heights residents must be corrected.

10. The correct response to the question is that this project does expose people to a significant risk of loss. That is precisely why the City was forced to purchase the property in the first place. The creek floods during the rains, and that flooding contains things that pose a significant risk to the people. The city must consider fixing the problem that creates the flooding upstream, upgrading the stormwater system, in order to have a project that is not significant in its exposure of people to risk. Please respond appropriately to the question.

An environmental study for this project cannot be complete unless it contains reference to, and discussion of, the RWQCB order to clean up the creek and the flooding issue that caused the city to purchase the property in settlement of a lawsuit. Both issues are well known to staff, and both issues are very relevant to the project's environmental setting.

Thank you for the chance to comment.

Sincerely,

Theresa Quiroz

RESPONSE TO COMMENTS

THERESA QUIROZ - CONTINUED
(May 19, 2008)

7. Comment noted. See Response to Comment Nos. 4 & 5.

8. The project would not increase the flow of stormwater across the site. In fact, the previous site conditions included asphalt pavement, buildings and minimal landscaping on a relatively level pad which did not provide adequate drainage of stormwater run-off. Development of the site for park use requires 60 cubic yards of grading to facilitate site design and ensure adequate drainage of the site. It should be noted, that staff recognizes that the proposed park will flood during a 100-year storm event. However, according to the Preliminary Drainage Study, the proposed project is an improvement from the previous site condition and would result in a decrease of 0.55cfs in the peak runoff discharge during a 100-year flood event due to the reduction of impervious surface proposed with the new park.

9. Comment noted. See Response to Comment Nos. 7 & 8.

10. See Response to Comment Nos. 4, 5, 6, 7 & 8.

Herrmann, Myra

From: Denis Desmond [Denis.Desmond@sdmts.com]
Sent: Tuesday, May 20, 2008 8:33 AM
To: DSD EAS
Cc: Cleveland, Travis
Subject: Project 149112: Wightman St Neigh Park

To: Mayra Herrmann
Environmental Planner, City of San Diego
SUBJECT: PROJECT 149112 (WIGHTMAN ST NEIGHBORHOOD PARK)

Thank you for giving the Metropolitan Transit System (MTS) the opportunity to review the Draft Mitigated Negative Declaration for this project.

1. MTS does not anticipate any impact on its services or facilities by this project, and therefore has no comments on the project or the Draft MND.

Regards,

Denis Desmond
Transportation Planner
Metropolitan Transit System
1255 Imperial Avenue, Suite 900
San Diego, CA 92101
Phone: 619-515-0929
Fax: 619-744-5985
E-mail: denis.desmond@sdmts.com

5/27/2008

RESPONSE TO COMMENTS

DENNIS DESMOND (METROPOLITAN TRANSIT SYSTEM)
(May 20, 2008)

11. Comment acknowledged.

Herrmann, Myra

From: J. W. Stump [jwstump@cox.net]
Sent: Wednesday, May 28, 2008 6:30 PM
To: DSDEA@sandiego.gov; Herrmann, Myra; LoMedico, Stacey; clerk@sandiego.gov
Cc: Carolyn Chase; quiroz@cox.net; Ms. Patty Vac; Jimmy Vee; Eric Bowlby
Subject: Project: 149112; JO: 299250 Wightman Park

CHOLLAS RESTORATION, ENHANCEMENT AND CONSERVANCY

4133 Poplar

City Heights, California 92105

619.281-7394

@cox.net

Date: May 28,2007

To: Ms. Myra Herrmann, Environmental Planner

Development Service Center - City of San Diego

1222 First Avenue, MS 501

San Diego, California 92101

DSDEA@sandiego.gov

Subject: Proposed Wightman Street Park that floods and drains to San Diego Bay via Auburn Creek / Chollas Creek, an impaired water way.

(Project: 149112; JO: 299250)

Our organization, hereafter "commenter" is an established supporter of parks, open space, and environmental preserves in the City Heights and Chollas Creek watershed areas. Everyone wants more parks and a cleaner Chollas Creek.

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The proposed project is on land the City of San Diego purchased because it had flooded for many years and the prior owners took legal action to recover continuing losses from flooding that they asserted were caused by the City. Before the purchase of the subject, project flood lands, the City had paid numerous claims for economic loss and other damages. Review of City documents and the subject lawsuit establish a long relationship of Mr. Jim Madaffer with the subject property. Mr. Madaffer served as a staff person for the Councilwoman Judy McCarty during the early flooding period and is now the Councilman for area in which the project is located. There have been several lawsuits and official investigations of this property and surrounding properties proposed for park projects. Cumulative Impacts from other area projects and over development has caused flooding of the subject parcel. This project is in the center of a major development storm.

The City, its Redevelopment Agency and Housing Authority have done several environmental studies for projects in the immediate are or along the short tributary of Auburn Creek of the larger Chollas Creek watershed. Projects have included the Oak park Drain extension; the 52nd Street Senior Housing Project, the Auburn Park Housing Project; the Fox Canyon Park project; the University Avenue Landscape Project; the Euclid / Home Avenue Streetscape Improvement Project; the Central Police Garage projects; and studies of the watershed for the recent California Storm Water Permit and the FEMA Flood Survey. . Project. and other studies know to the proposing agency. The San Diego Unified School District has conducted extensive environmental analysis of the Auburn Creek water shed and aquifer for the adjacent sitting of the Mary Fay and Ebbarro Elementary schools. The absence of the recent and relevant investigations and environmental studies in the references and bibliography of the current project study raises concerns on the completeness of the subject study.

12.

The commenter requests again that the City review and reference the contents and conclusions of the other studies of this water shed and habitat. It is clear from these studies that there has been extensive use of this area by native Americans, that the immediate area is used for habitat and foraging by listed species and that the subject property floods, and that the underlying aquifer is contaminated by a large plume of volatile chemicals and human waste.

The study does not also reference the community studies and plans for a string of pearls parks along the Auburn Creek. Several creek and canyon surveys and studies have been conducted by the Sierra Club and community organizations. These reports are well known to the City of San Diego.

Recently, the newspaper of record for San Diego published this article:

"Adequate parkland scarce in poor area Council to discuss buying property
By Helen Gao
UNION-TRIBUNE STAFF WRITER

May 24, 2008

CITY HEIGHTS - The Fox Canyon neighborhood in City Heights is densely populated by immigrants and refugees from all over the world. It's a poverty-stricken place

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where you will see a mosque next to a taco shack and a Asian temple within sight of a church.

One thing you don't see much around Fox Canyon is parks.

For years now, the Fox Canyon Neighborhood Association has been trying to get parks built in the community, where children play in the streets because of a lack of recreational space. According to city calculations, the area is short 22 acres of parks relative to its population.

Two proposed neighborhood parks - Fox Canyon and Wightman Street - have both run into trouble, raising doubts on when and if they will ever get built.

The city still has not acquired the approximately 2 acres needed to build the Fox Canyon park, although its interest in acquiring the land at the end of Winona Avenue dates back to at least 2002.

13.

The City Council is expected to discuss buying the property behind closed doors early next week. Larry Zajonc, the property owner, blames the lack of progress on the city for not dealing with him fairly.
The city offered Zajonc $475,000 at one point, but later appraised the property at about $52,000. City officials declined to discuss the matter, citing the upcoming closed session.

As recently as April 24, the city's deputy director of real estate assets, David Sandoval, sent Zajonc a letter saying Zajonc's asking price is "far beyond the city's estimation of value" and advising Zajonc to pursue other opportunities to sell his land.

The Wightman park, proposed on city-owned land that's prone to flooding, is scheduled for completion in 2010, but the city has identified only $696,000 of the more than $3 million needed for the project.
The city wants to shift a $2.36 million state grant earmarked for Fox Canyon to Wightman, but it must get permission from the state. The grant expires in June 2010, and the city hopes to submit a formal request to the state in 60 days to transfer the money.

A county grand jury report issued May 15 predicts the city will have a hard time persuading the state to do so.

Sandwiched between apartments and houses, the Wightman parcel is about half the size of the Fox Canyon portion the city wants for the park.

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Even if the state approves the transfer of funds to Wightman, "the grant would have to be reduced in size. Further, "as a result of the hydrological survey conducted by the Park and Recreation Department, some parts of the property will not be built on, in order to avoid any flood damage.
"Why would the state fund a park that floods periodically?"

Patti Keating, grants chief with the California Department of Parks and Recreation, said shifting money from one project to another is made on a case-by-case basis. She said extending the grant beyond its expiration date would require legislative action.

The Fox Canyon association, which partnered with the city to get the state grant, dreams of creating a system of green space throughout the community that will be linked by trails. It has identified a string of parcels for parks.

"We will continue to work on one parcel at a time until we see the park we want to see," said Jose Lopez, who heads the association.

13.

The association was founded in 1997 to improve residents' quality of life by combating crime, noise, graffiti and environmental decay. The 92105 ZIP code, which includes Fox Canyon, has an estimated median household income of $28,251, according to the San Diego Association of Governments. The same data shows that many residents don't speak English well or at all.

Lopez said it's disheartening that despite the association's activism, so little progress has been made on Fox Canyon.

One bright spot is the newly opened Auburn Park, a half acre lot off University Avenue and 52nd Street. It was built by an affordable housing developer next to its apartment project by the same name. Although privately owned, it's open for public use.

Acquiring the land for the Fox Canyon park is not the only problem the city faces. The project can't proceed without resolving the contentious matter of whether a two-lane road should be built through the canyon.

An unpaved foot path that now traverses the trash-strewn canyon is popular with residents seeking a shortcut.

On paper, a road called Ontario Avenue cuts through the canyon. Lopez said his

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association wants Ontario built to allow another way in and out of the area. However, opponents say the road is unnecessary and would only increase traffic on residential streets. The grant application for the Fox Canyon park did not include the road, which would handle an estimated 2,000 daily car trips there.

All agree parks are needed even if they disagree about the road.

13.

"The Mid-City is tired of promises for city infrastructure that never comes, and the fact that density keeps coming and infrastructure never comes," said John Stump, a longtime City Heights resident who has raised concerns about the road and the lack of environmental study on its impact.

Helen Gao: (619) 718-5181; ***helen.gao@uniontrib.com***

http://weblog.signonsandiego.com/news/metro/20080524-9999-1cz24fox.html"

The week prior the San Diego County Grand Jury published its report on the subject property:

"FOX CANYON AND WIGHTMAN STREET: A TALE OF TWO CITY PARKS IN EXTREMIS

SUMMARY

The City of San Diego's plans to build a park in Fox Canyon were used successfully to obtain a State grant of $2,363,000 to cover a substantial portion of the cost of construction. After the grant was received more planning, time was spent to redesign the park to include a road. Legal difficulties over the environmental statement and differences of understanding with the property owners led the city to terminate efforts to build a park in the canyon. In the meantime, in order to settle another legal action against the city, the City of San Diego obtained land near Fox Canyon on Wightman Street. They cleared the property of several buildings and started the planning process for a park on that property. This process involved design planning, community meetings, and a hydrological survey. The Grand Jury received information that the current plan is to submit an application to the state for a re-scope of the Fox Canyon grant to Wightman, but it is doubtful that the state will approve this. Some city officials seem opposed to building a park in Fox Canyon because of their perception that the tract is not suitable for a park. Other officials oppose the park because of either the inclusion or exclusion of a road. There has also been prolonged confusion in dealings with the owners. In the long run and after considerable expenditures from the General Fund, the city could lose the grant totally and the neighborhood could end up with neither park.

14.

PURPOSE

To inform the public of these two park proposals; to recommend that the city establish a clear line of policy with respect to the Fox Canyon park and that the city find some

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way to get around difficulties of its own making.

PROCEDURES

The Grand Jury examined various park proposals and the City Attorney's Interim Report No. 14 of February 27, 2007, titled The Ontario Avenue Connection and Fox Canyon Park [http://www.sandiego.gov/cityattorney/reports/pdf/interimreport14.pdf] and its 108 appendices. We interviewed personnel from the Park and Recreation Department, the Real Estate Assets Department, Community groups, the Crossroads Redevelopment Project Area Committee and representatives of the property owners. Members of the Grand Jury also attended public presentations on the Wightman Street Park conducted by Park and Recreation staff for community residents. We also visited both park sites on two occasions.

DISCUSSION

On January 15, 2004, the San Diego City Council approved a proposal to be sent to the State of California for a grant to fund partially the construction of a park in Fox Canyon. The canyon contains 2.7 acres of undeveloped space and is in an area covered by the Crossroads Redevelopment Area. The area, just south of University Avenue, and east of Euclid Ave., has a fairly high population density and virtually no parks. According to the city's calculations based on population, this area is short 22 acres of park space. In a letter to former City Manager Michael Uberuaga on April 29, 2002, City Councilmember Jim Madaffer stated:

14.

"I have been working for some time with Park and Recreation Staff and Community leaders to come up with a plan for a system of parks in the Fox Canyon neighborhood of City Heights. City Heights as a whole is so park deficient, and it is one of my goals to add park space here, improving the quality of life for the people who live there.

"There is a parcel located at the end of Ontario Avenue which I believe is a wonderful place for a park. It is near several multi-family housing units, and the many children need a clean, safe place to play. Right now, they play in the filthy, graffiti-ridden drainage ditch that runs through the neighborhood." (City Attorney Interim Report Exhibit #9, MO 2-04-17).

This proposal was enthusiastically supported by the City Council and by the neighborhood association. On November 1, 2004, the city was notified by the state that the application had been approved and that the city had been granted $2,363,000 for a park. The rules covering the grant program called for "matching funds" which led the city to put in $930,000 of its own money.

Shortly after this, the city began to redesign the park in the application to include a road, the "Ontario Avenue extension." The City Heights local community group objected to the road; the Fox Canyon group supported a road. One council member strongly supported the road and was heard to say on a television newscast: "Look, I'm the councilmember—this park, this road—it starts right here." (City Attorney

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Interim Report #14, p. 56) He blamed the park staff for not putting the road into the original proposal. While it is true that completing the Ontario Avenue connection had been discussed off and on since the late 90's with respect to easing traffic congestion in the neighborhood and possibly allowing for additional low to moderate income housing, the grant application did not, in fact, include a road. A busy road (est. 2,000 cars per day) would have taken up park space and made it riskier for children to get to the park. The grant proposal without a road was passed by the city council.

In the end a local citizen associated with the Friends of Fox Canyon group filed a lawsuit against the city because the original environmental document submitted to the state did not cover the environmental impact of a road. The city agreed to settle out of court and rejected the environmental document. In the meantime, however, the city determined, contrary to expectations, that the owners were not willing to sell the city their land. One

stipulation of the grant was that the state's grant money could not be used for work on property taken by eminent domain. By late 2006 the city had actually given up on a park in Fox Canyon, though the officials dealing with the local community groups in public meetings have not stated clearly that the City Council in the Fall of 2006 had removed all funds from the budget for a park in Fox Canyon.

14.

In the meantime, trouble arose over another piece of property in the neighborhood on Wightman Street. Water drainage issues led a property owner to sue the city. This was settled out of court in part by the city acquiring the property for $3,200,000. The city decided to ask for a re-scope, i.e., a transfer of the funds, of the Fox Canyon park grant to the Wightman Street property, and proceeded to work on the property. A temporary construction fence was erected, and several derelict buildings were demolished and removed. A hydrological survey was conducted to determine how the area could be used for a park while avoiding flooding, and park designs were developed and considered with community groups. The city plans to have a park design to submit to the State in the spring of 2008 along with a request for a re-scope of their Fox Canyon Park grant to the Wightman Street property. On February 27, 2007, the city council moved funds out of the Fox Canyon park budget into a budget slot for the Wightman Street Park in the hope of a re-scope and in response to recommendations contained in the City Attorney's Interim Report #14. The original grant has an expiration date of 2010; if the re-scope is denied, the city could lose the grant altogether.

However, careful examination of the conditions of the original grant and the highly competitive nature of the grant program cast grave doubt on whether the state will accept a re-scope. The city did apply for a re-scope, but the state denied that request on July 10, 2007, on the basis that detailed plans for a park on Wightman Street had not been submitted

It is unlikely that the State will grant a re-scope to Wightman for several reasons. For one, the grant program is highly competitive and gives much weight to public support and input. There is a formal Fox Canyon Park neighborhood group that has been

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urging the development of a park in Fox Canyon for years; they seem to have been the major force behind getting the grant proposal approved by the city council. But the Wightman property simply fell into the city's hands, and meetings with local residents were begun in order to plan a park. In other words, from the state's point of view, with Fox the horse was before the cart, but with Wightman the reverse was true.

In addition the 0.9-acre Wightman property is just a third the size of the proposed Fox Canyon Park. If a re-scope were granted, the grant would have to be reduced in size. And, the Wightman property is hydrologically challenged. As a result of the hydrological survey conducted by the Park and Recreation Department, some parts of the property will not be built on, in order to avoid any flood damage. Why would the state fund a park that floods periodically?

There has been considerable confusion in the evidence over the various parcels and their sizes. The original Fox Canyon park proposal stated that the area of the park would be

2.7 acres. This would require purchasing parcels from two separate owners; 1.7 acres of Parcel A and 1 acre from another parcel (Parcel B). After the discussion about putting a road in the park, the 1-acre of Parcel B was largely dedicated to the Ontario Avenue extension. When the road was abandoned, all talk of purchasing that acre disappeared from the record. In the meantime there is a lot of imprecision in the evidence over the acreages involved. Official records show the entire Parcel A consists of 3.34 acres; the owners dispute this. The original park proposal suggested 1.7 acres of Parcel A would be purchased; other evidence gives other estimates of 1.55 acres, 1.83 acres, and 1.9 acres. The terrain is unmarked and rough, and the parcel is not divided ("split" in real estate terms), so it was difficult for us to see how much the park would occupy Parcel A.

14.

In order to clarify the current conditions of the Fox Canyon park site, and to orient readers to the plat, we present here a diagram of the proposed park and some recent views of the open space in the canyon.

{Photographic and plan exhibits omitted but are available at http://www.sdcounty.ca.gov/grandjury/report07_08.html. The entire Grand Jury Report is incorporated, by reference}

If the city were to acquire just a part of Parcel A, the parcel would have to be formally split. The cost of a split *per se* is relatively modest, but it would require that the purchaser perform any required mitigation. The creek bed and the sewer line would need extensive repairs, access would have to be created, and steps would be required to preserve the habitat of the several endangered species that make the canyon their home. City officials estimate that these measures would cost in excess of $300,000. If the city were to create a park on the land, a rezoning from residential to park would have to be made; some of our evidence suggests this could take 6-9 months. A decision would have to be made about a road: since a road exists on the city map of the tract (a "paper road"), regular development procedures and rules

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would ordinarily require the new owner to create a real road. The city can exempt itself from this requirement, but this step also would require some time.

SAN DIEGO COUNTY GRAND JURY 2007—2008 (filed May 15, 2008)

SAN DIEGO COUNTY GRAND JURY 2007—2008 (filed May 15, 2008)

The history of the attempted purchase of the Fox Canyon tract is both informative and mysterious. The current owners bought Parcel A in 2001 for $510,000. The entire tract consists of 3.34 acres of land; some portions are developed with housing. The county assessment at the time of purchase shows all of the land in Parcel A as having a value of $236,185. The park land is 57%-65% of the whole parcel; thus the land would seem to have had an assessed value of approximately $134,153+ at the time of purchase. Our investigation revealed that, following some correspondence among City officials and staff, a purchase price was established in the range of $340,000–$425,000. READ made an offer on April 5, 2005, to the owners of Parcel A of $475,000; the owners did not respond. The city council budgeted $800,000 to purchase the property necessary for the park. The original park staff budget allocated $400,000 for the purchase of the land. The READ's next offer to the owners was $52,000, based on the assumption that the land could not be profitably developed because of the cost of the necessary mitigation plus a road (required of any developer). In addition READ indicated that they did not think it was a very good location for a park. However, during the interval when all of this was milling about in the city, the owners received three offers of $1-2 million for the property. The buyers dropped their offers to buy when they learned that the City was interested in building a park on the land and/or when they learned of the cost of mitigation. The owners of Parcel A have offered to sell the area the city wants for a park for somewhat less than the budgeted $800,000.

14.

These gigantic variations in values are difficult to understand. Moreover, it would seem that different parts of the city are working against each other. One sector wants a park in Fox Canyon, another doesn't. One group thinks the property is worth $800,000, another $52,000. One faction wants a road (and maybe no park), but an opposing faction wants a park and no road. The same official was at first very glad about the grant with no mention of a road and publicly praised the Park and Recreation Department for its fine work on the proposal; some time later he was an ardent proponent of the road and denigrated the Parks Department for not including it in the original proposal. There have been no serious sit down negotiations with the owners of Parcel A—just exchanges of wildly variant offers between parties with no acceptances. It is extremely difficult to understand why the city could not come to one clear policy on the proposed park before ever submitting a proposal to the state.

Meanwhile, the clock is running and the grant expires in 2010 if not used by then. Using it by then would mean a park would have to be built in Fox Canyon and bills presented to the state by that deadline. What are the chances now of that happening in time? There is no talk in the city of reviving Fox Canyon Park, and purchasing the property, rezoning it from residential to park, repairing the creek bed, and training the local residents to perform the park construction (part of the grant proposal) all would seem to reduce to slim the chances of beating the deadline. But slim is not none. It is time for the city to stop internal inconsistency, and either build Fox Canyon Park per

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the original grant proposal with the State grant money or state clearly that they no longer want to use the grant for a park in Fox Canyon. This would free the land of any entanglements so the owners could dispose of it as they see fit. This course of action would mean that the city would be putting all of its eggs in the re-scope to Wightman Street tract. However,

Wightman Street Park would need little in the way of mitigation. It is much smaller so that a simple park could be built there with the city's money, or with funds from the Crossroads Redevelopment Area such as tax increment funds or Development Impact Fees. Otherwise the neighborhood will be left with no park, the city will be left with no grant money, and with hefty bills for all the designing and redesigning

FACTS AND FINDINGS

Fact: The Fox Canyon area south of University Avenue is short 22 acres of park space.

Finding: The proposed Fox Canyon Park and Wightman Street Park would contribute greatly to a park-starved neighborhood.

Fact: The State of California has provided a grant of $2.3 million to build a park in Fox Canyon.

14.

Finding: The City of San Diego has good preliminary plans to build a park in Fox Canyon.

Fact: The city owns the property for the proposed Wightman Street Park.

Finding: Tax increment funds and/or Development Impact Fees could be used to pay for a simple park at Wightman Street.

Finding: The proposed park appears to be the best use of the vacant land in Fox Canyon.

RECOMMENDATIONS

The 2007/2008 San Diego County Grand Jury recommends that the Mayor and City Council of the City of San Diego:

08-60: Immediately bring the different departments of the City involved in this matter together to come to decision, prior to losing the opportunity to use State grant monies whether to purchase the Fox Canyon park tract and begin constructing a park there or return the state grant funds and disencumber the properties.

08-61: If the decision is to not construct a park on the Fox

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Canyon tract, bring these same departments of the City together to evaluate whether funds are available and should be used to construct a park at Wightman Street

08-62: Decide whether to build a road in Fox Canyon.

SAN DIEGO COUNTY GRAND JURY 2007—2008 (filed May 15, 2008)

REQUIREMENTS AND INSTRUCTIONS

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code §933.05(a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

(a) As to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

14.

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RESPONSE TO COMMENTS

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(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.

14.

(c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

SAN DIEGO COUNTY GRAND JURY 2007—2008 (filed May 15, 2008)

Comments to the Presiding Judge of the Superior Court in compliance with the Penal Code §933.05 are required from the:

Responding Agency Recommendations Date

Mayor, City of San Diego 08-60 through 08-62 8/12/08

City Council, City of San Diego 08-60 through 08-62 8/12/08

15,

The San Diego City Attorney did an extensive investigation on the Fox Canyon Auburn Creek area. The Agencies own investigation: The Ontario Avenue Connection and Fox Canyon Park" report is some 1,100 pages and exhibits on this area but it is not analysis or referenced. This report and the report of the hydrologists for acquisition of the Wightman Street project property must be referenced in the final environmental document.

16.

The prior studies all indicate the presence of sensitive species that use the area. The isolated fact that the project applicant cleared the subject property

5/29/2008

RESPONSE TO COMMENTS

J.W. STUMP (CHOLLAS RESTORATION, ENHANCEMENT AND CONSERVANCY)
(May 28, 2008)

12. This comment provides information related to the community, recent projects in the vicinity and statements that do not address the adequacy or accuracy of the environmental document and therefore, no response is required.

13. This comment reiterates text from a recent Union-Tribune article and does not address the adequacy or accuracy of the environmental document and therefore, no response is required.

14. This comment reiterates text from a recently released Grand Jury report which is being addressed by the Office of the Mayor. The comment does not address the adequacy or accuracy of the environmental document and therefore, no response is required.

15. A project specific CEQA Initial Study was prepared for the Wightman Street Neighborhood Park project which included review of all technical studies submitted by the applicant department such as, but not limited to a Water Quality Technical Report, Geotechnical Investigation, Biology Survey Report and Preliminary Drainage Report. Although other studies may have been conducted for the Fox Canyon area by other agencies, CEQA only requires analysis of the proposed project's direct and/or indirect impacts on the environment and incorporation of those studies into the appropriate environmental document. All above noted technical studies have been referenced in the environmental document with the exception of the study prepared for acquisition of the subject property as it was not part of the submittal package and unknown to environmental staff.

16. A Biological Survey was conducted for the project site and did not result in the identification of any rare or endangered sensitive plants, animals or avian species that could be impacted with site development. Although largely barren of vegetation, the project site once contained a multi-family residential complex and minimal ornamental landscaping. The adjacent creek is devoid of wetland vegetation with the exception of *Arundo donax* which is considered an invasive plant species in any area of San Diego. Because no biological impacts would result from the project, no mitigation is required.

17. See Response to Comment Nos. 4, 5, 6, 7 & 8. Based on comments provided by Engineering and Capital Projects Department staff, the Hydrology and Channel Hydraulics Analysis for Auburn Creek between University Avenue and Wightman Street prepared by Masson & Associates in June 2007 calculated 497.2 cfs for the 100-year flood event as opposed to the 700 cfs referenced in the comment.

16. **does not diminish the need to study the subject property for use by listed animals.**

17. **The project needs to study the flooding on, at, and surrounding the project site. The testimony for the suit to purchase the subject property established flooding rates in excess of 700 cfs onto the subject property. The commenter has observed the subject property flooding out and over Wightman Street during the most recent rainy season.**

Cumulative Impacts of Other Reasonably Known Projects:

18. The Report and FONSI / MSD fails to discuss or present any other projects that the City, Redevelopment Agency, Developer or housing Authority may have planned or be noticed of in the City Heights or CrossRoads area. 52nd Street is a major Collector Street in City Heights with land actively under redevelopment. El Cajon Boulevard and University Avenue are the two parallel arterial streets with less than satisfactory

19. traffic flow levels. The current document references six on site parking spaces, which seems in error.

20. *The "Fox Canyon" and Auburn Creek areas, directly south of this project, have been the ubjects of lawsuits for failure to adequately consider cumulative impacts of traffic and housing development.*

21. A project of this size with impacts on a known flood zone and to an established and listed impaired waterway requires more than a statement that the project will comply with Best Management practices (BMPs). The project PERMIT should specifically describe and list how storm water will be controlled on site and the quality of the run off water will be improved before it is sent to the impaired Auburn Creek. I am informed and believed that a child has been killed because of flooding in this basin and the flooding conditions in this area are well established. The City of San Diego's own records and reports to City Council and the Planning Commission concerning Fox Canyon Park and the Park on Wightman Street are incorporated by reference. Additionally, television station Channel 9 KUSI investigative report "The TURKO FILES' "Parks in Peril" provide significant information concerning flooding in this area and cumulative impacts in the area. "Parks in Peril" series is incorporated by reference into this testimony. The Wightman Street site suit and the TURKO report raised water quality concerns and human exposure issues.

22. ***It is requested that the document requires specific flood control and storm water quality improvement measures. The specific storm water control measures required should include, at minimum, on site infiltration and measures that improve the quality of any water that is going to leave the project site and be delivered to Auburn Creek / San Diego Bay.***

FONSI / MND

23. The references cited for the conduct of this initial study do not include the numerous other adjacent environmental studies of this project area. The study should have considered and consulted these studies. At the reports consulted should include the construction of the adjacent new elementary school, remedial construction on

RESPONSE TO COMMENTS

J.W. STUMP (CHOLLAS RESTORATION, ENHANCEMENT AND CONSERVANCY)
(May 28, 2008)

18. The first part of this comment does not reflect the environmental document prepared for the Wightman Street Neighborhood Park Project and therefore no response is required.

19. See Response to Comment Nos. 2 & 3.

20. Comment noted.

21. The proposed park is an improvement from the previous and existing conditions with regards to water quality. In addition, although located within the required 20-foot buffer area for the creek, the proposed project provides a physical barrier from the creek by installing 4-foot high wood rail fencing at the top of the channel along the entire western edge of the 9-foot wide decomposed granite walkway. These design features, along with interpretive and educational signage would serve to prevent children and adults from entering or being inadvertently swept into the downstream culvert during a strong flood event.

22. See Response to Comment Nos. 5 & 6.

23. This comment does not reflect the environmental document prepared for the Wightman Street Neighborhood Park Project and therefore no response is required.

23.

University Avenue, Auburn Park Apartments, Fox Canyon Park, the redevelopment plans for City Heights and Crossroads, and other public and private projects in the area and the length of Auburn Creek. The City of San Diego's stormwater Weston Study and the FEMA Flood study being conducted by the URS consultants should have been referenced and consulted. This projects funding could include federal funding and CDBG from the federal HUD sources.

I request that the agency not approve the FONSI/MND. I request that the Department require a more complete study of the issued raised in this memorandum, my previous comments and public hearings on Storm Water and Fox Canyon. A full environmental analysis of the impacts of this flood project should be required and the document be re-circulated.

CONCLUSION

City Heights is not so desperate for parks that it should ignore analysis of this projects specific impacts on Public Services. Hydrology/Water Quality, Transportation/Circulation, and Land Use. This project exists because other projects flooded on to it now is the time to address cumulative flooding and storm water impacts.

Checklist analysis is insufficient given the scale of the project and potentials for significant cumulative impacts in the redevelopment area. Responses to the comments have resulted in significant changes to the project description and scope; these require more in-depth analysis. The project name camouflages the scale and scope of this major development and prevents fair notice of these facts to the public. More flooding will occur downstream without action.

Please respond in writting to the Grand Jury findings and this letter.

Respectfully submitted

Chollas Restoration, Enhancement, and Conservancy

John Stump

Copy: San Diego City Council via the City Clerk, Mr. Jim Varnadore. CH Planning Chair

5/29/2008

RESPONSE TO COMMENTS

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Herrmann, Myra

From: Jim Varnadore [city_heights@yahoo.com]
Sent: Tuesday, May 13, 2008 9:21 AM
To: DSD EAS
Cc: Grabski, Patricia
Subject: 5024-50 Wightman St. (PTN149112)
Attachments: 080513Comments.wpd

Ms. Herrmann, Ms. Grabski,

The attachment is my first response to the draft MND for the Wightman Street Park.

I will separately recommend to the City Council that the site be dedicated as park land. That might require a community plan amendment to change to a more suitable zone designator before dedication.

24.

Jim Varnadore
City Heights

Postoffice Box 5859
City Heights CA 92165
May 13, 2008

Development Services Department
Attn: Myra Herrmann
1222 First Avenue MS501
San Diego CA 92101

Subject: 5024 Wightman Street (PTN149112)

Ms. Herrmann,

The checklist in the draft MND for the subject property requires two corrections. Issue VI c) on page 6 indicates that six on-site parking spaces are proposed. The same statement is made on page 16 in Issue XV f). No on-site parking is proposed for this project, as is shown earlier in the draft MND in figures No. 2 and No. 3. In fact, Note 2. on Figure No. 2 states that there is not parking requirement for this Neighborhood Park.

25.

This response will first be send electronically and then a signed copy will be mailed to the address above.

Thank you,

RESPONSE TO COMMENTS

JIM VARNADORE
(MAY 13, 2008)

24. Comment noted.

25. See Response to Comment Nos. 2 & 3.

Postoffice Box 5859
City Heights CA 92165
May 27, 2008

Development Services Department
Attn: Myra Herrmann
1222 First Avenue MS501
San Diego CA 92101

Subject: 5024 Wightman Street (PTN149112)

Ms. Herrmann,

The checklist in the draft MND for the subject property should show in Section VIIIa and VIIIc that while BMP will be designed into the project, additional care is needed to prevent damage to the adjacent creek during construction. 26.

Sections VII and VIII should take account of damage to the creek expected to occur owing to long-term use of fertilizers and herbicides in the maintenance of the park during. 27.

The City is under a federal mandate to clean up metals such as copper, lead, and zinc that leach from nearby roads into the creek, both near this site and at farther downstream. This draft MND does not indicate how the City will comply with that mandate at the site. 28.

While not expressly a matter under CEQA, the City should use this project to advance the Chollas Creek Enhancement Plan as much as can be done, at and adjacent to this site. 29.

This response will first be send electronically and then a signed copy will be mailed to the address above.

Thank you,

Jim Varnadore
City Heights

RESPONSE TO COMMENTS

JIM VARNADORE
(MAY 27, 2008)

26. Additional language has been added to Section VIIIa and VIIIc of the CEQA Initial Study Checklist as recommended.

27. According to Park and Recreation Department staff, when it is necessary to use pesticides as part of an IPM approach and minimize the potential migration of fertilizer and herbicide residues into the adjacent creek, careful product selection and application practices are used. When developing and updating their program, they rely on the best expert scientific opinion to inform them about the IPM materials and methods, as well as assessments from regulatory agencies, California university extension scientists and other experts in the field. Park and Recreation Department pesticide applicators are required to comply with all pesticide label directions, federal, state, and local pesticide regulations, applicable safety laws, and Department policies. Use of appropriate pressure, correct nozzles and other techniques would be employed to minimize overspray particles that could drift into the adjacent water body. In addition, the following pesticides are allowed for Park use: Post emergent herbicides; Glyphosate products: Roundup Pro, Rodeo, Aquamaster and Surfactant; Fertilizer: 26-4-12, 21-4-4.

28. As part of the Wightman Street Neighborhood Park development, Best Management Practices (BMPs) and the City's Chollas Creek Enhancement Program are incorporated and implemented to restore the Auburn Creek to a natural drainage system and its natural biological condition that would provide an overall environmental benefit. The BMPs would include best selected methods available to minimize street water runoff directly into Auburn Creek by including, but not limited to, sustainable grading to maintain positive slope runoff away from the creek and installation of new curb and gutter to better direct street runoff into a collection basin.

In addition, this project also has been submitted to the State and Federal resources agencies including the Regional Water Quality Control Board, Department of Fish and Game, and the Army Corps of Engineers for assessment. Upon completion of the agency review, this project would incorporate additional measures to satisfy other applicable agency requirements.

29. This project has incorporated all the requirements of the Chollas Creek Enhancement Plan and has been reviewed for consistency with the Plan.

Herrmann, Myra

From: Fairmount Park Association [fairmountpark92105@yahoo.com]
Sent: Saturday, May 17, 2008 3:05 PM
To: DSD EAS
Subject: Project 149112

To: Myra Herrman, Environmental Planner-City of San Diego
From: Russ Connelly, President-Fairmount Park Neighborhood Association
Re: Project 149112 Wightman Street Park
Subject: Comments about MND: JO 299250

About the Initial Study: section II-Environmental
Setting: One concern is for the prevention of graffiti at both points where the creek
30. culvert ingresses and egresses the subject property, as well as proposed boulder groupings and other facilities that have large surface areas that are exposed. Anti-graffiti coatings on these surfaces are highly recommended to reduce the likelihood of blight that could be associated with the property once the project is completed.

Section IV- Discussion: "Environmental issues were analyzed and determined to not be significant."
Regarding water quality, two concerns should be noted and addressed: Treatment of grass
31. areas with herbicide chemicals or other materials could drift from the grass areas into the area of the Creek bed and most likely would not be mitigated by grassy swales. No discussion was made about prevention of these materials as well as prevention of pet wastes from park users getting into the area of Auburn Creek, which is a branch of Chollas Creek—a recognized impaired drainage area. Educational materials and/or signage and pet waste bags should be made available on site to prevent pet waste issues from occurring.

On the Environmental Checklist Form, Point 8 as well as IX-Land use and Planning: Despite
32. the finding that a Community Plan Amendment is not needed prior to park development, It is recommended that the parcel be rezoned and dedicated to park use at this time to maintain consistency with land use designations since this is a deviation from the currently zoned use and would help guarantee that the parcel would be used as a park in perpetuity.

Section I-D of "Issues" states 'no impact' and is incorrect. All lighting has some effect, regardless of design or mitigation, especially since there are apartment buildings in close proximity on each side of the subject property and should be changed to 'less than significant impact with mitigation incorporation'.

Thank you for the opportunity to comment on this project.

1

RESPONSE TO COMMENTS

FAIRMOUNT PARK ASSOCIATION
(MAY 17, 2008)

30. Park and Recreation Department staff will be responsible for inspecting and maintaining areas within the park including removal of graffiti from boulders and flat surfaces where such activities could occur. Park staff will consider the use of anti-graffiti coatings on these surfaces as suggested.

31. See Response to Comment Nos. 27, 28 and 29.

32. Comment noted. However, because parks are an allowed use within residential zones, it was determined by City Planning and Community Investment Department Staff that a community plan amendment was not required at this time with this action.

33. Lighting for the proposed park project has been designed to comply with the City's Municipal Code requirements and would not result in a significant impact on adjacent residential uses; therefore, no mitigation is required.

City of San Diego
Development Services Department
ENTITLEMENTS DIVISION
1222 First Avenue, Mail Station 501
San Diego, CA 92101
(619) 446-5460

INITIAL STUDY
Project No. 149112
SCH No. N/A

SUBJECT: **WIGHTMAN STREET NEIGHBORHOOD PARK.** MAYORAL APPROVAL for the design and development of the Wightman Street Neighborhood Park on a 0.9 acre parkland located in the Mid City-City Heights area, proposing park amenities such as children's play area with playground equipment, basketball courts, picnic furniture and shade structure, trails and exercise stations, and landscapes. In addition, this project will also include improvements to Auburn Creek for the portion located on site in compliance with the City's Chollas Creek Enhancement Program adopted in 2002 enhancing it to a more natural riparian condition, featuring it as an educational and recreational amenity for the public, and improving drainage flow in the creek channel. The proposed project site is located at 5024-5050 Wightman Street, east of 50th Street and south of University Avenue within the City Heights Neighborhood of the Mid-City Communities Planning Area. Applicant: City of San Diego, Engineering and Capital Projects Department

I. PURPOSE AND MAIN FEATURES:

Implementation of the proposed project consists of the development of an approximately 0.9 park acre passive park, located in the City Heights neighborhood within the Mid City Communities Planning Area (Figure 1). The proposed project includes enhancements to the Auburn Branch of Chollas Creek along the western boundary of the project site.

The proposed park would provide accessibility in accordance with all applicable State and Federal guidelines. The park emphasizes the "Auburn Creek" theme, using cobblestones, native plants, interpretive exhibits, natural appearing materials, and a "bridge" to emphasize the relation to the water. A shady trellis provides identity and character at the entry to the park and will thematically relate to the overhead structure. Picnic tables and barbeques, trash and ash receptacles are provided throughout the park for families and small groups (Figure 2).

The park is conceived as a natural expansion of the adjacent Auburn Creek, a tributary of Chollas Creek and is designed in to co comply with the Chollas Creek Enhancement Program (Figure 3). The area of the creek and the 20' setback from the creek bank will be restored to a more natural riparian condition with a curving, decomposed granite trail. Large native riparian trees will spread though the park providing shade and screening adjacent apartment complexes. The other perimeter shrub and groundcover planting will reflect the natural character of the creek. Four of the original trees would be retained on the site to permit instant shade and a sense of the park's history. Boulder groupings will be introduced to provide informal seating, and provide interest along the informal, curvilinear path that loops through the park. An expanse of lawn in the central area of the park will provide open play areas, but the size would not allow organized field games. .

This park encourages activities to develop strength and agility, including exercise stations, two basketball half courts, a scooter & tricycle trail, and play equipment areas for 2-5 and 6-12 age groups. A drinking fountain would be provided for refreshment.

Proposed enhancements to the existing creek channel would not affect the flow of urban runoff during a storm event.

Although the entire project site would be graded in order to develop the park site, only a few small areas along the eastern unvegetated creek bank and possibly in the streambed itself would require earthwork to facilitate site design. The work would require a Streambed Alteration Permit from the California Department of Fish and Game (CDFG) and permitting from the Regional Water Quality Control Board (RWQCB). In addition, the project would require a Nationwide Permit issued by the Army Corps of Engineers (ACOE). A four-foot high wood rail fence would be located along the western edge of the decomposed granite walkway, and a six-foot high retaining wall covered with vines would be necessary along the eastern boundary with the adjacent apartment complex property. Six off-site parking spaces would be accommodated along the north side of Wightman Street after closure of the existing driveway with project implementation. All construction staging areas would be located in areas devoid of sensitive vegetation or on the public street at the project site. A traffic control plan would be required during the duration of the construction.

II. ENVIRONMENTAL SETTING:

The approximately 1.0-acre City-owned site is located within the City Heights Community of the Mid-City Communities Planning Area, along the north side of Wightman Street, east of 50th Street west of 52nd Street, and south of University Avenue. The proposed project site is adjacent to the Auburn Branch of Chollas Creek and would provide approximately 0.9 acres of passive use park, along with creek enhancements, in accordance with the Chollas Creek Enhancement Plan (CCEP). The project area can be described as a small vacant lot (previously developed with a multi-family residential complex) that is surrounded by residential development. The entire project area occurs within the boundaries of the City of San Diego Multiple Species Conservation Program (MSCP), but is located outside of the City's Multi-Habitat Planning Area (MHPA).

With the exception of a few scattered patches of exotic plant species along Auburn Creek, this property does not support any native habitat and is entirely disturbed. The project site is relatively flat with elevation ranges between 272 -278 above mean sea level (AMSL); the existing creek channel being at the lowest elevation on site. Auburn Creek enters the project site from the north, through concrete culverts under a paved parking area on an adjacent property, flowing generally south along the western property boundary and exiting the site via a box culvert under Wightman Street. The channel width varies between approximately two to four feet with a creek bed of rock and cobble throughout its length.

III. ENVIRONMENTAL ANALYSIS: See attached Initial Study Checklist.

IV. DISCUSSION:

The following environmental issues were analyzed and determined to be significant: **HISTORICAL RESOURCES (ARCHAEOLOGY).**

HISTORICAL RESOURCES

The purpose and intent of the Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed

development within the City of San Diego when historical resources are present on the premises. CEQA requires that before approving discretionary projects the Lead Agency must identify and examine the significant adverse environmental effects which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment (Sections 15064.5(b) and 21084). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities which would impair historical significance (Sections 15064.5(b)(1) and 5020.1). Any historical resource listed in or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

The project site is located in area of San Diego which has a high potential for prehistoric and historic archaeological resources. Review of site records and archaeological survey reports from the project area resulted in the identification of several known archaeological sites within a one-mile radius; however none were mapped within the project boundaries or in close proximity. The entire project site was surveyed by qualified City staff in 2007 prior to building demolition, and again in April 2007 when the site was vacant in order to visually inspect for any surface component or archaeological resources. Although the field survey was negative, because there is a potential for buried resources to be encountered during grading activities, monitoring with a Native American monitor would be required during all grading and excavation activities for the proposed project. In addition, prior to the preconstruction meeting, the approved archaeological consultant would have the opportunity to review final engineering /construction drawings to further define the areas requiring monitoring. Therefore, implementation of the archaeological monitoring program identified in Section V of the Mitigated Negative Declaration, would reduce potential historical resource impacts to below a level of significance.

The following environmental issues were analyzed and determined not to be significant: **LAND USE, BIOLOGICAL RESOURCES, HUMAN HEALTH/PUBLIC SAFETY/HAZARDOUS MATERIALS AND WATER QUALITY.**

LAND USE (APPLICABLE PLANS AND POLICIES)

The Mid-City Communities Plan (MCCP) is designed to supplement the General Plan policies. This is accomplished through the identification of specific community issues and specific policies that build on those embodied in the General Plan. The MCCP is a policy document which includes an implementation strategy that establishes the timing and financing required to implement the policies and vision of the plan. The MCCP is intended to provide a vision for the future development of the four Mid-City communities of Normal Heights, Kensington-Talmadge, City Heights, and Eastern Area.

Chollas Creek Enhancement Program (CCEP)

Because the project site includes the Auburn Branch of Chollas Creek, the project must be consistent and/or meet the intent of the Chollas Creek Enhancement Program (CCEP). One goal of the Natural and Cultural Resources Element of the Plan is to improve and enhance the riparian habitat in Chollas Creek. Additionally the CCEP calls for the incorporation of pedestrian trails, an interpretive/educational component, and opportunities for public art through the implementation of a master plan. The CCEP (May 14, 2002) states that development is to be setback at a minimum of 20 feet from the edge of the urban creek channel in order to accommodate linear park opportunities and

provide for an 8-10 foot pedestrian trail which should interconnect with pedestrian pathways throughout the proposed park project. According to the CCEP, an 8 to 10-foot trail should be developed wherever existing width allows.

A wetland buffer is an area that surrounds an identified wetland and helps to protect the functions and values of the adjacent wetland reducing physical disturbance from noise, activity and domestic animals and provides a transition zone where one habitat phases into another. The buffer also protects other functions and values of wetland areas, including absorption and flowing of flood waters for flood and erosion control, sediment filtration, water purification, ground water surcharge and the need for upland transitional habitat. Within the coastal overlay zone, the buffer would be 100 feet, typically (City of San Diego Biology Guidelines 2001). The project site does not lie in the coastal overlay zone. Currently there is no existing buffer between the undeveloped street right of way and the top of channel. The proposed project would provide a 20 foot buffer adjacent both the portions of the creek parallel to Ontario Avenue and Landis Street, in accordance with the CCEP.

The CCEP recommends an eight to ten foot meandering trail. The project proposes a nine-foot wide stabilized accessible, decomposed granite walkway within the buffer area adjacent to Auburn Creek. City staff determined that the proposed 9-foot wide pedestrian walkway, as designed meets the goals and intent of the CCEP. In addition, the plant palette for the buffer area would be selected from those listed in the CCEP and interpretive signage would be included along the walkway and throughout the park to identify special natural features, as well as adjacent cultural, historical and paleontological resources in accordance with the CCEP.

Multiple Species Conservation Program (MSCP)

The Multiple Species Conservation Program (MSCP) is a conservation program designed to facilitate the implementation of a regional habitat preserve while allowing "take" of endangered species or habitats at the individual project level (City of San Diego 1997). This habitat preserve is known as the Multi-Habitat Planning Area (MHPA) and lands within it have been designated for conservation. The MHPA was designed to conserve biological resources considered sensitive by the resource agencies and by the City of San Diego.

Although the project area exists within the urban area of the MSCP, it is located outside of the City's MHPA boundaries. Thus, the proposed project would not conflict with the conservation of vegetation communities inside the MHPA. Furthermore, the project would not conflict with the Land Use Adjacency Guidelines established in Section 1.4.3 of the City's MSCP Subarea Plan. As previously discussed, the proposed project site is within a vacant lot surrounded by residential development. Therefore, proposed activities in the project area would not have any direct or indirect impacts to habitat in the MHPA.

HUMAN HEALTH/PUBLIC SAFETY/HAZARDOUS MATERIALS

The County of San Diego Department of Environmental Health (DEH) Hazardous Materials Establishment Listing database identifies potentially hazardous material release sites throughout the City of San Diego. As a result, a regulatory database review was conducted for the proposed project. Although the project site was not listed on any searchable databases, a total of twenty-two sites were listed on the Federal, State or Local jurisdiction databases, the closest being within approximately ¼ mile from the project site. In addition, an assortment of junk and trash, including a kitchen sink was encountered during an initial site visit by the Project Biologist as well as by City Staff.

This discarded material was the result of the recent residential activity at the site and did not warrant the need for a Phase I Site Assessment. No other potential public safety hazards were identified or observed at the site, and the properties listed on the regulatory databases would not result in a significant adverse impact to the project site. Although no public safety hazards were identified, the City of San Diego would be required to implement a County approved health and safety work plan addressing the handling and removal of hazardous materials should any potentially hazardous materials be encountered during grading activities. A standard work plan would be incorporated into the Specifications and Contract Documents which address Compliance with the County (DEH) Hazardous Materials permitting requirements. The approved health and safety plan would reduce potentially significant impacts for the identified (near term) and future (long term) projects to below a level of significance; therefore, no mitigation is required.

HYDROLOGY

Because of the previously known on-site flood conditions, a Preliminary Drainage Study was prepared by Nasland Engineering (October 2007) to determine the amount of storm runoff generated by the proposed improvements in comparison with the amount of runoff generated by the previously developed site. According to the Drainage Study, the existing and proposed storm runoff from the project site would discharge into Auburn near the southwest corner of the project site. In a site specific basin analysis, a comparison of composite stormwater runoff for the existing and proposed conditions is provided for a 100-year storm event. The report concluded that due to the reduction of impervious surfaces on the proposed park site, there would be a decrease of 0.55cfs in the peak runoff discharge in a potential 100-year storm event, based on the 100-year intensity factor of 3.0 in/hr, for the .93-acre site. The existing Q100 was calculated to be 1.95cfs, while the proposed Q100 was calculated to be 1.40cfs, and as such would not result in an impact to the existing hydrologic basin and drainage systems.

WATER QUALITY

1. Best Management Practices (BMPs) are required during construction activities which would include (but is not limited to) features such as storm drain inlet protection, catch basin inlet protection, stabilized construction entrance/exit areas, and silt fencing. Storm drain inlet protection consisting of gravel bags and filter fabric such as polyethylene or polypropylene would be placed around curb inlets. Catch basin inlet protection would be specified in paved areas by using filter fabric over catch basin grates. Specifications for stabilized construction entrance/exit areas would be provided to minimize transport of sediment off-site. Silt fences and fiber rolls would be specified to minimize surface transport of sediments. The construction contractor would be required to prepare and use a Sewer Spill Prevention and Response Plan. In addition, the applicant is required to provide post-construction BMP's due to proximity to Auburn Creek. The project as designed would include a vegetated swale planted with lawn adjacent to the creek which would act as a filter for run-off from park irrigation and storm flow. The project will not contribute additional pollutants into the creek by eliminating the use of: specific Diazanon insecticides, fertilizers with concentrations of copper and zinc, and lead based paint. Other specific measures have been identified and incorporated into the California Regional Quality Control Board Application for Clean Water Act 401 Water Quality Certification, dated May 6, 2008. Implementation of BMP's as stated in the contract documents in accordance with the City's Stormwater Regulations would reduce water quality impacts to a below level of significance.

BIOLOGICAL RESOURCES

The project site was surveyed by a Biologist from Affinis Environmental Services in May and June 2007. Based on the results of the biological survey, the project site does not support any native habitat(s) and is entirely disturbed. Largely barren, the site supports only a spotty growth of weedy species and a few mature ornamental trees remaining from the previous residential development. The cobble-bottom Auburn Creek (considered an ephemeral stream) is largely devoid of vegetation, with the exception of a stand of giant reed (*Arundo donax*) and non-native species such as ornamental nasturtium and iceplant along portions of the creek bank. Based on these observations, it was determined that the segment of Auburn Creek within the property is considered a ACOE jurisdictional Waters of the U.S., but is not considered a wetlands as defined by the CDFG or the City of San Diego and therefore not subject to the Environmentally Sensitive Lands Regulation of the Land Development Code. The ordinary high water line occurs between the channel bottom and the top of the channel banks. However, both the CDFG and City claim jurisdiction from the top of bank to the top of bank. Therefore, in terms of project constraints, the project may not encroach past the present top of each bank without requiring a CDFG Section 1602 Streambed Alteration Agreement. Any action that would result in placement of fill or removal of material dredged below the ordinary high water line would require a Section 404 Clean Water permit from the ACOE.

The City's Biology Guidelines require an analysis of project alternatives that fully/substantially avoid wetland impacts and require that a sufficient buffer be maintained to protect resource function and values. The 100-foot buffer standard only applies within the coastal zone, and the proposed project site does not lie within the coastal zone. Presently, there is no existing buffer between the vacant site and the top of channel. The proposed plans for the park development were designed to accommodate a 20-foot buffer in accordance with the Chollas Creek Enhancement Plan. This buffer area would include plants selected from the palette identified in the Chollas Creek Enhancement Plan (CCEP) and include a decomposed granite walkway.

With the exception of a stand of giant reed (*Arundo donax*) within the creek and non-native species such as ornamental nasturtium and iceplant along portions of the creek bank, the project site does not support any native vegetation. These non-native species are of low ecological value, with vegetation primarily composed of exotic species and channel bottoms composed of cobble and rubble. Therefore, no mitigation is required.

No sensitive bird species were observed nesting within the project area. However, several mature exotic trees remain on the site and could provide potential nesting habitat for raptors. Although these trees would not be removed, nesting birds may be present during construction. Therefore, compliance with the Migratory Bird Treaty Act (MBTA)/Section 3503 would preclude the potential for impacts to these bird species and no surveys for nesting birds would be required.

V. RECOMMENDATION:

On the basis of this initial evaluation:

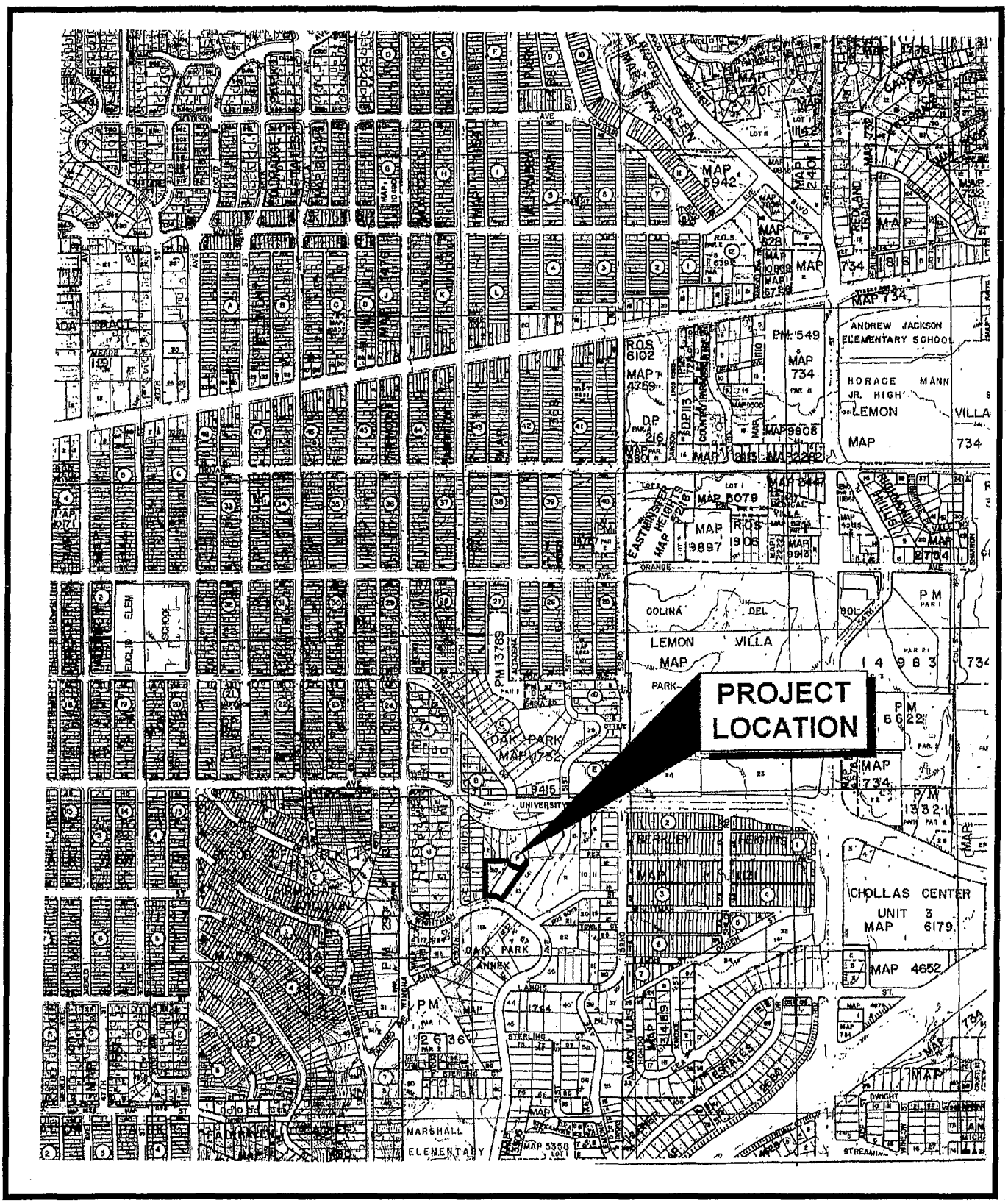
[ ] The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should be prepared.

[x] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.

[ ] The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

PROJECT ANALYST: Herrmann

Attachments: Location Map (Figure 1)
General Development Plan (Figure 2)
Auburn Creek Enhancement Plan (Figure 3)
Cross Section (Figure 4)
Initial Study Checklist

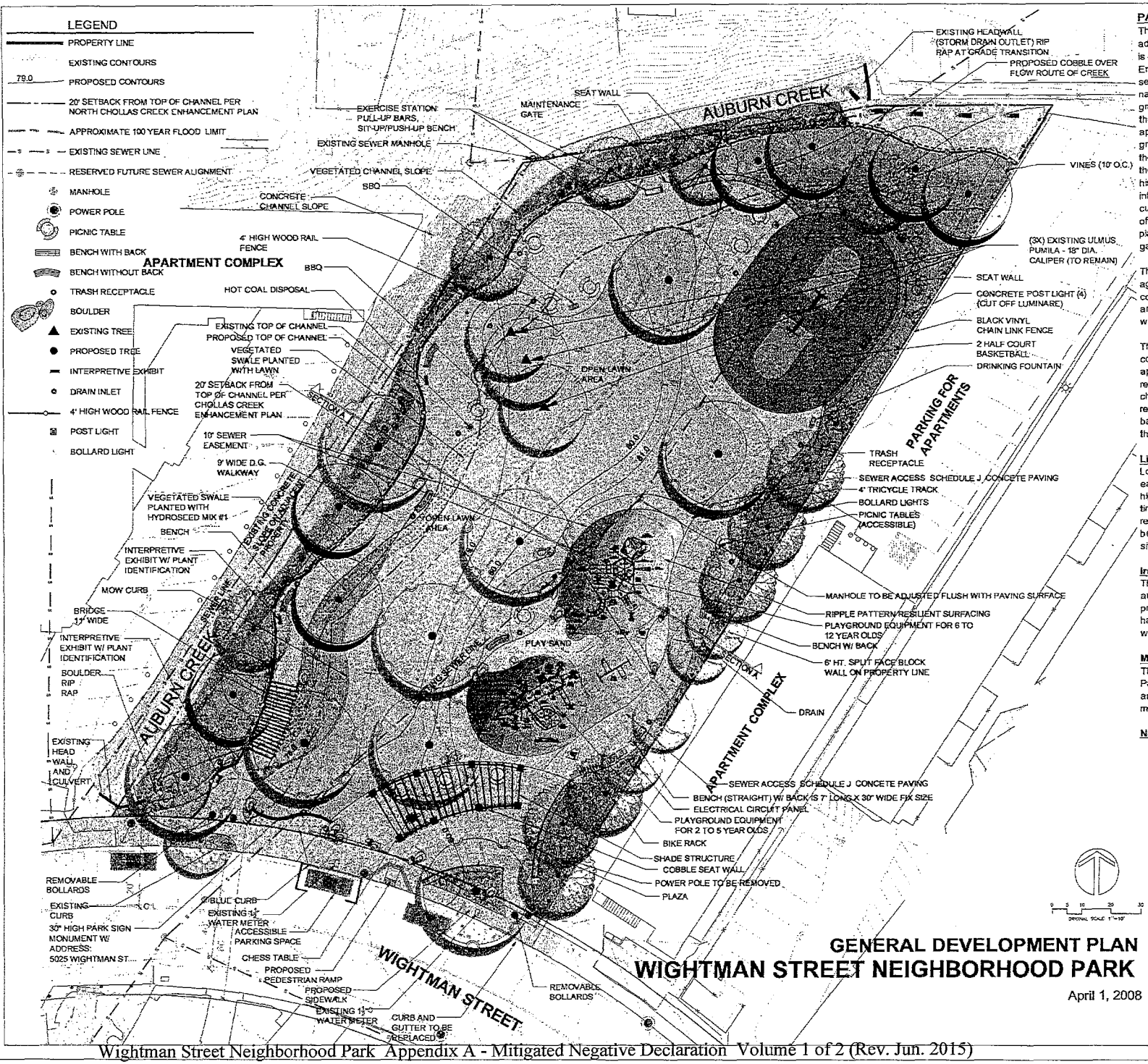


PROJECT LOCATION

WIGHTMAN STREET NEIGHBORHOOD PARK / PROJECT NO. 149112

City of San Diego – Development Services Department

FIGURE No. 1



PARK CONCEPT:

The park is conceived as a natural expansion of the adjacent Auburn Creek, a tributary of Chollas Creek and is designed to comply with the Chollas Creek Enhancement Plan. The area of the creek and the 20' setback from the creek bank will be restored to a more natural riparian condition with a curving, decomposed granite trail. Large native riparian trees will spread though the park providing shade and screening adjacent apartment complexes. The other perimeter shrub and groundcover planting will reflect the natural character of the creek. Four of the original trees will be retained on the site to permit instant shade and a sense of the park's history. Boulder groupings will be introduced to provide informal seating, and provide interest along the informal, curvilinear path that loops through the park. An expanse of lawn in the central area of the park will provide open play areas, but the size will not allow organized field games.

This park encourages activities to develop strength and agility, including exercise stations, two basketball half courts, a scooter & tricycle trail, and play equipment areas for 2-5 and 6-12 age groups. A drinking fountain will be provided for refreshment.

The park emphasizes the "Auburn Creek" theme, using cobblestones, native plants, interpretive exhibits, natural appearing materials, and a "bridge" to emphasize the relation to the water. A shady trellis provides identity and character at the entry to the park and will thematically relate to the overhead structure. Picnic tables and barbeques, trash and ash receptacles are provided throughout the park for families and small groups.

Lighting and Electrical:
Low level bollard lighting will be provided along the eastern walkway. The basketball area will be lit with 14' high cut-off luminaries timed to turn off at a selected time in the evening. The park is in a medium density residential area, so light spill and night-time noise must be minimized. An emergency phone will be provided on site.

Irrigation :
The park will be irrigated with potable water using an automatic irrigation system and accurately programmable controller. To conserve water, plants have been selected for adaptation to the site conditions, with lawn limited to the most used areas.

Maintenance:
The park will be maintained by the City of San Diego Park and Recreation Department. Materials, equipment and designs will be selected to help minimize maintenance and replacement costs.

Notes:

1. Locks for bollards shall be either Knox Pad Locks or non-case hardened breakaway pad locks capable of being cut with Fire Department bolt cutters.
2. There is no parking requirement for this Neighborhood Park.
3. Street light shall be upgraded from low pressure to 250 watt high pressure sodium vapor light.
4. Trees shall be located 10' minimum from sewer line.

GENERAL DEVELOPMENT PLAN
WIGHTMAN STREET NEIGHBORHOOD PARK

April 1, 2008

FIGURE No. 2

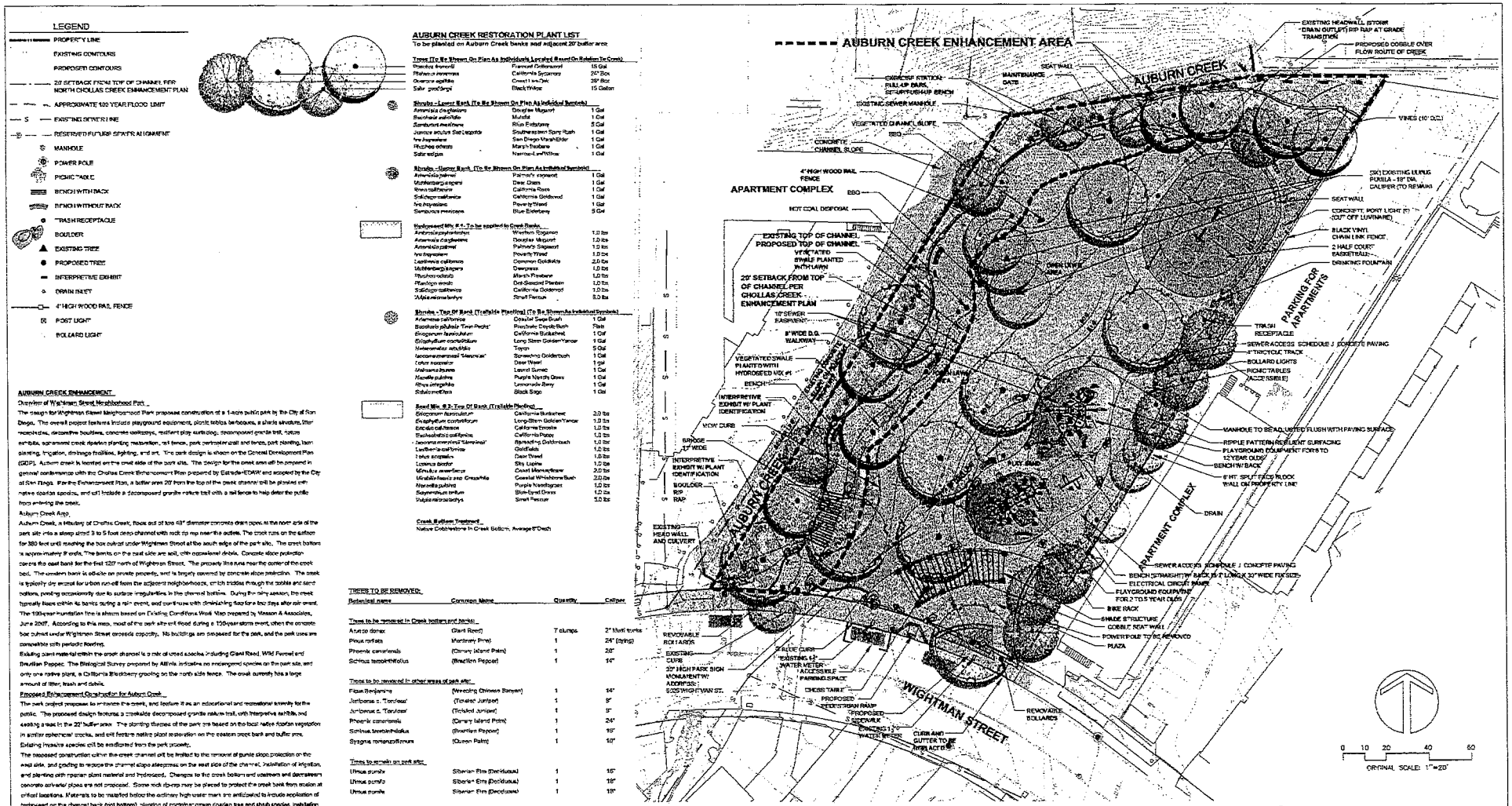
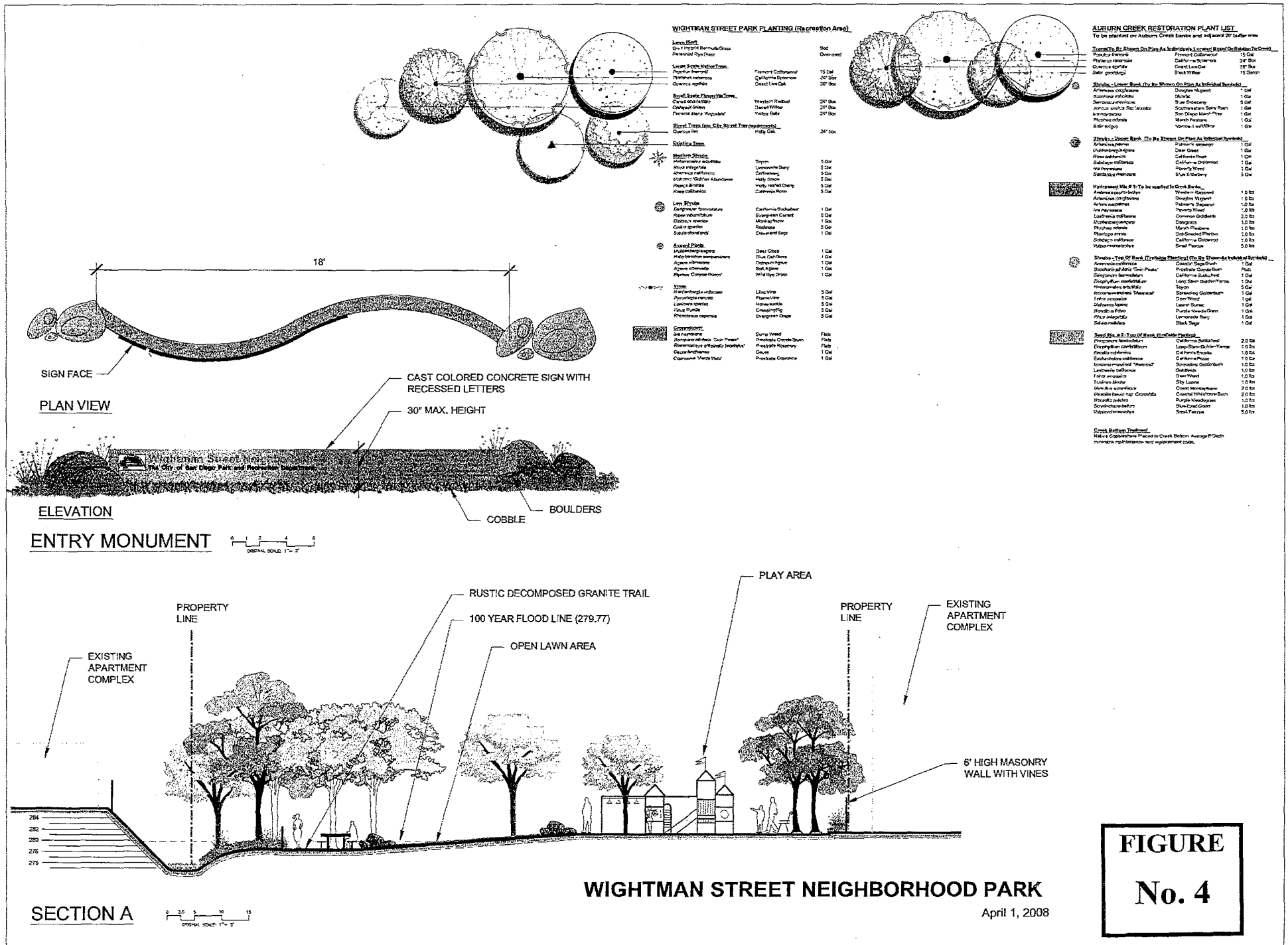


FIGURE No. 3

AUBURN CREEK ENHANCEMENT PLAN
WIGHTMAN STREET NEIGHBORHOOD PARK
April 1, 2008


WIGHTMAN STREET PARK PLANTING (Recreation Area)
AUBURN CREEK RESTORATION PLANT LIST
18'
SIGN FACE
PLAN VIEW
CAST COLORED CONCRETE SIGN WITH RECESSED LETTERS
30" MAX. HEIGHT
Wightman Street Neighborhood Park
The City of San Diego Park and Recreation Department
ELEVATION
COBBLE
BOULDERS
ENTRY MONUMENT
PROPERTY LINE
EXISTING APARTMENT COMPLEX
RUSTIC DECOMPOSED GRANITE TRAIL
100 YEAR FLOOD LINE (279.77)
OPEN LAWN AREA
PLAY AREA
PROPERTY LINE
EXISTING APARTMENT COMPLEX
6' HIGH MASONRY WALL WITH VINES
284
282
280
278
276
SECTION A
WIGHTMAN STREET NEIGHBORHOOD PARK
April 1, 2008
FIGURE
No. 4

Environmental Checklist Form

1. Project title: WIGHTMAN STREET NEIGHBORHOOD PARK

2. Lead agency name and address:

   CITY OF SAN DIEGO
   DEVELOPMENT SERVICES DEPARTMENT
   1222 1ST AVENUE, MS 501
   SAN DIEGO, CA 92101

3. Contact person and phone number: MYRA HERRMANN, SENIOR PLANNER, 619-446-5372

4. Project location: 5024-5050 WIGHTMAN STREET, BETWEEN 50TH STREET & 52ND STREET IN THE CITY HEIGHTS NEIGHBORHOOD OF THE MID-CITY COMMUNITY PLANNING AREA

5. Project sponsor's name and address:
   CITY OF SAN DIEGO, PARK AND RECREATION DEPARTMENT
   202 "C" STREET, MS 35
   SAN DIEGO, CA 92101

6. General plan designation: MULTI-FAMILY RESIDENTIAL

7. Zoning: RM-1-3

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. Attach additional sheets if necessary.). *The conceptual project plans propose development of the residentially zoned site into a neighborhood park with tot lot, passive play area, a hardcourt play area, benches, picnic area, walkways and a 20-foot landscape buffer adjacent to Auburn Branch of Chollas Creek which includes a DG trail. The project also includes enhancement to the Auburn Branch of Chollas Creek which runs along the western boundary of the project site in accordance with the Chollas Creek Enhancement Plan. Public art would be incorporated as a project feature within the park site.*

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

Residential development surrounds the site; Auburn Creek is adjacent to the project site.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

Possible permitting requirements from Army Corps of Engineers and/or California Department of Fish and Game.

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.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☑ Biological Resources	☑ Cultural Resources	☐ Geology /Soils
☑ Hazards & Hazardous Materials	☑ Hydrology / Water Quality	☑ Land Use / Planning
☐ Mineral Resources	☐ Noise	☐ Population / Housing
☐ Public Services	☑ Recreation	☐ Transportation/Traffic
☐ Utilities / Service Systems	☐ Mandatory Findings of Significance	

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☑ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature — May 25, 2007 Date

Signature — May 7, 2008 Date

Signature — Updated: July 09, 2008 Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant

with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:
   a) the significance criteria or threshold, if any, used to evaluate each question; and
   b) the mitigation measure identified, if any, to reduce the impact to less than significance

Issues:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista? *The project would create a new park in an area where a previous residentially zoned vacant parcel exists.*	☐	☐	☑	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? *No such resources have been identified within the project boundaries.*	☐	☐	☐	☑
c) Substantially degrade the existing visual character or quality of the site and its surroundings? *See I.a. above. The project would improve the visual character of an existing, vacant disturbed site.*	☐	☐	☐	☑
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? *Lighting for the proposed park would be directed down and shielded away from sensitive receptors.*	☐	☐	☐	☑
II. AGRICULTURE 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 Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert 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? *The project site does not support Prime Farmland, nor has it been used for agricultural purposes. See also I.a. above.*	☐	☐	☐	☑

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? *The proposed park use is supported by the community and City of San Diego City Planning Department.*	☐	☐	☐	☑
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use? *No farmland on project site; no conflict. See II.a.*	☐	☐	☐	☑
III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan? *Proposed park would not conflict with County of San Diego air quality plans or standards.*	☐	☐	☐	☑
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? *See III.a.*	☐	☐	☐	☑
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)? *Neighborhood park use only. Six ~~on-site~~ off-site parking are proposed.*	☐	☐	☐	☑
d) Expose sensitive receptors to substantial pollutant concentrations? *See III.c.*	☐	☐	☐	☑
e) Create objectionable odors affecting a substantial number of people? *Development of park would not result in objectionable odors.*	☐	☐	☐	☑
IV. BIOLOGICAL RESOURCES -- Would the project:				
a) Have a substantial adverse effect, 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	☐	☑	☐	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Department of Fish and Game or U.S. Fish and Wildlife Service? *Grading for site development would result in impacts to biological resources (wetlands). A biology survey would be required to determine extent of impacts and appropriate mitigation measures to reduce impact to below a level of significance.*				
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? *See IV.a. A biological survey would be required with mitigation recommendations.*	☐	☑	☐	☐
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? *Biology survey and report would identify any wetlands and incorporate measures to avoid impacts pursuant to City, State and federal regulations. The project also includes removal of exotics from the adjacent creek and enhancements consistent with the Chollas Creek Enhancement Plan.*	☐	☑	☐	☐
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? *Project site is outside the MHPA and not a wildlife corridor; however, any potential impacts associated with riparian habitat within the adjacent creek would be identified in the biology survey.*	☐	☑	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? *Applicant would be required to comply with the City's Environmentally Sensitive Lands Regulation by providing mitigation for any impacts resulting from project implementation. Site is not within the City's MHPA.*	☐	☑	☐	☐

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? *Project site is not w/in the City's MHPA. See IV.e.*	☐	☑	☐	☐
V. CULTURAL RESOURCES -- Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5? *Project site is currently vacant. Site previously supported a multi-family residential complex which was evaluated to determine historical potential The 1940's residential complex did not meet the criteria for local designation and were under a separate demolition action in April 2007.*	☐	☐	☐	☑
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? *The site is currently vacant, but is in an area which has a high potential for prehistoric and historic archaeological resources. Therefore archaeological monitoring during site grading would be required.*	☐	☑	☐	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? *Paleontological monitoring would be required during grading for project implementation if thresholds of excavation are exceeded in high (~~2~~,1,000 cy and 10-foot cut) and/or moderate (~~1~~,2,000 cy and 10-foot cut) sensitivity formations. Update: grading threshold would not be exceeded, therefore no monitoring is required.*	☐	☑	☐	☑
d) Disturb any human remains, including those interred outside of formal cemeteries? High sensitivity area for archeology. *Monitoring would be required during grading. Protocol in accordance with the City of San Diego, Mitigation, Monitoring and Reporting Program (MMRP) and the Public Resources Code would be implemented if human remains are discovered.*	☐	☑	☐	☐

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 Division of Mines and Geology Special Publication 42. *The proposed project is located in Geologic Hazard Zones 12 and 53 as shown on the City's Seismic Safety Study geologic hazards maps. Zone 12 includes mapped faults that are potentially active, inactive, presumed inactive, or activity unknown. Zone 53 encompasses areas with a relatively low to moderate risk of geologic hazards. No impacts anticipated from proposed park use.*	☐	☐	☐	☑
ii) Strong seismic ground shaking? *The majority of the project site is w/in Hazard Category 12 indicating a possible mapped/concealed fault. Proper design and engineering of the site would be required to ensure public health under safety pursuant to State building codes. A geotechnical Reconnaissance is not required at this time unless habitable structures would be built within the proposed park site.*	☐	☐	☑	☐
iii) Seismic-related ground failure, including liquefaction? *Project site is adjacent to, and above the Auburn Creek flood channel. No impacts from liquefaction anticipated. See VI.a.ii*	☐	☐	☑	☐
iv) Landslides? *See previous responses above.*	☐	☐	☑	☐
b) Result in substantial soil erosion or the loss of topsoil? *Site is currently vacant and may require remedial grading to remove unstable soils.*	☐	☐	☑	☐
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 previous responses. Geo recon may be required.*	☐	☐	☑	☐

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? *Site is currently vacant and may require remedial grading to facilitate site design and remove unstable soils if necessary.*	☐	☐	☑	☐
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? *See VI.d.*	☐	☐	☐	☑
VII. HAZARDS AND HAZARDOUS MATERIALS □ Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? *Proposed project is a park use. No hazardous materials would be stored or transported to or from the site. In addition, the project will not contribute additional pollutants into the creek by eliminating the use of: specific Diazanon insecticides, fertilizers with concentrations of copper and zinc, and lead based paint. Other specific measures have been identified and incorporated into the California Regional Quality Control Board Application for Clean Water Act 401 Water Quality Certification, dated May 6, 2008.*	☐	☐	☐	☑
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? *Potential during grading. Unsure at this time what household waste may exist from previous residential users. See VII.a. above.*	☐	☐	☑	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? *Marshall Elementary School is within ½ mile from project site, uphill across two public roadways and behind a residential development. Low potential*	☐	☐	☑	☐
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? *Project site has not been identified on a list pursuant to Section 65962.5.*				
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 result in a safety hazard for people residing or working in the project area? *Site not within an airport land use plan*	☐	☐	☐	☑
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? *Site not w/in vicinity of private airstrip.*	☐	☐	☐	☑
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? *Emergency access to the project site will be provided to fire and police from Wightman Street. No interference with adopted emergency plans.*	☐	☐	☐	☑
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? *Vacant disturbed site. Remaining disturbed riparian vegetation w/in Auburn Creek w/b either impacted or preserved but would not increase fire risk to residential development surrounding the project site.*	☐	☐	☐	☑
VIII. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements? *Project is required to comply with the City if San Diego Stormwater Regulations and incorporate Best Management Practices into the final park design. The project applicant and/or contractor is responsible for ensuring that the creek is protected during construction related activities as indicted in construction documents and specifications.*	☐	☐	☑	☐
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)? *Groundwater supplies would not be depleted with implementation of the project*				
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? *Although existing drainage patterns would be altered through balanced grading, no water course would be altered and no substantial erosion would occur. Also See No. VIII.a. above.*	☐	☐	☑	☐
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 increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? *The Auburn Creek segment of Chollas Creek runs adjacent to the project site. With proper landscape design, wetland revegetation can be used to filter stormwater run-off prior to discharge into the adjacent channel. These BMP design feature would be consistent with the City Stormwater Regulations and must be addressed at final design.*	☐	☐	☑	☐
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? *See VIIIa-d. Public projects are required to comply with the adopted Stormwater Regulations which are intended to reduce water quality impacts in compliance with the City's Municipal Permit.*	☐	☐	☑	☐
f) Otherwise substantially degrade water quality? *See VIIIa-e above. In addition, the project will not contribute additional pollutants into the creek by eliminating the use of: specific Diazanon insecticides, fertilizers with concentrations of copper and zinc, and lead based paint. Other specific measures have been identified and incorporated into the California Regional Quality Control Board Application for Clean Water Act 401 Water Quality Certification, dated May 6, 2008.*	☐	☐	☑	☐
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? *Park site is within FEMA Zone X. Housing is not part of the proposed park project.*				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? *According to FEMA mapping, the project site is within Zone X; more information will be required to determine the exact location of the project site in relation to the floodplain or floodway; however, no habitable structures are proposed with the park project. Proper design would incorporate all necessary measures so as not to impede the flow of water during heavy rainfall.*	☐	☐	☑	☐
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 VIII.h above.*	☐	☐	☑	☐
j) Inundation by seiche, tsunami, or mudflow? *No such threat exists within the project site.*	☐	☐	☐	☑
IX. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community? *Project is located within one community planning area.*	☐	☐	☐	☑
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? *Although a proposed park facility could be accommodated under the existing Residential land use designation and underlying zone, a community plan amendment would be needed to redesignate the site from Residential to Park use and to analyze the loss of housing. The redesignation of the site to park use could take place as part of a future clean up amendment or update to the Mid-City Communities Plan and is not required prior to the development of the site as a park.*	☐	☑	☐	☐
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? *The project is not within the City's MHPA.*	☐	☐	☐	☑

X. 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 site is vacant residentially zoned land. No known mineral resources exist.*	☐	☐	☐	☑
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 site is vacant undeveloped residentially zoned land. See X.a.*	☐	☐	☐	☑

XI. 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? *Project is a neighborhood park and would not generate excessive noise levels beyond what is allowed in accordance with the General Plan, Community Plan and the Municipal Code.*	☐	☐	☐	☑
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? *Refer to XI.a above.*	☐	☐	☐	☑
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? *Refer to XI.a above.*	☐	☐	☐	☑
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? *Refer to XI.a above.*	☐	☐	☐	☑
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 project area to excessive noise levels? *Project is not located within an airport land use plan for a public or private airport.*	☐	☐	☐	☑
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? *Refer to XI.e above.*	☐	☐	☐	☑

XII. 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)? *Park project would not induce substantial growth in surrounding community.*	☐	☐	☐	☑
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? *Development of neighborhood park on land zoned residential. Park proposal is supported by community. See IX.b.*	☐	☐	☐	☑
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? *See IX.b, XII a & b.*	☐	☐	☐	☑

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision 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 ratios, response times or other performance objectives for any of the public services:

Fire protection? *Adequate services are available to support proposed park project.*	☐	☐	☐	☑
Police protection? *Adequate services are available to support proposed park project.*	☐	☐	☐	☑
Schools? *Marshall Elementary School is located within proximity of project site. No new schools w/b required to support this park project.*	☐	☐	☐	☑
Parks? *Project is the creation of a neighborhood park supported by the City and residents.*	☐	☐	☐	☑
Other public facilities? *Adequate services are available to support proposed park project.*	☐	☐	☐	☑

XIV. RECREATION --

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? *Project is the creation of a neighborhood park supported by the City and residents.*	☐	☐	☐	☑
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? *Construction of the park facilities and supporting infrastructure would result in significant but mitigable impacts as identified elsewhere in this checklist.*	☐	☑	☐	☐

XV. TRANSPORTATION/TRAFFIC -- Would the project:

a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? *Park project would not cause an increase in traffic over existing conditions with development of site for park use.*	☐	☐	☐	☑
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? *Existing LOS for street w/in the vicinity would not be exceeded*	☐	☐	☐	☑
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location thatresults in substantial safety risks? *Existing traffic patterns would not be impacted to accommodate proposed project.*	☐	☐	☐	☑
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? *Project does not propose any such traffic features.*	☐	☐	☐	☑
e) Result in inadequate emergency access? *The project incorporates measures to allow adequate fire and police emergency access to the site which would be taken from Wightman Street.*	☐	☐	☐	☑
f) Result in inadequate parking capacity?				

Adequate parking for the new park would be on existing street surrounding the site. *Six ~~on-site~~ off-site parking spaces are proposed.*	☐	☐	☐	☑
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? *Access to the park is available from Wightman Street.*	☐	☐	☐	☑
XVI. UTILITIES AND SERVICE SYSTEMS Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? *Project is required to comply with the City's Stormwater Regulations.*	☐	☐	☑	☐
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? *The project site would be served by the existing City sewer system.*	☐	☐	☑	☐
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? *See XVI.a and b above.*	☐	☐	☑	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? *Water service would be provided to the park from existing services.*	☐	☐	☑	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? *See XVI.b.*	☐	☐	☑	☐
f) Be served by a landfill with sufficient permitted capacity to accommodate the project□s solid waste disposal needs? *Disposal of construction related materials, as applicable would be directed to the appropriate City landfill after consultation with Environmental Services Department.*	☐	☐	☐	☑
g) Comply with federal, state, and local statutes and regulations related to solid waste? *Project would be required to reduce solid waste and reclaim for on-site purposes if able, in accordance with applicable regulations.*	☐	☐	☐	☑

XVII. MANDATORY FINDINGS OF SIGNIFICANCE --

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 has a potential to result in impacts to archaeological, biological and paleontological resources; however, all impacts can be mitigated to below a level of significance.	☐	☑	☐	☐
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 projects, the effects of other current projects, and the effects of probable future projects)? *Based on review of the conceptual plan it doesn't appear that the proposed park project would result in cumulatively considerable impacts to archaeological, biological or paleontological resources.*	☐	☐	☑	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? *Any potential environmental effects on human beings resulting from this project could be reduced or eliminated through project redesign, mitigation measures and/or compliance with applicable local, state or federal regulations.*	☐	☐	☑	☐

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INITIAL STUDY CHECKLIST

REFERENCES

I. Aesthetics / Neighborhood Character

✓ City of San Diego Progress Guide and General Plan.

✓ Community Plan.

___ Local Coastal Plan.

II. Agricultural Resources / Natural Resources / Mineral Resources

___ City of San Diego Progress Guide and General Plan.

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

___ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

___ Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

___

III. Air - N/A

___ California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.

___ Regional Air Quality Strategies (RAQS) - APCD.

___ Site Specific Report:

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:

✓ Site visit with Park & Recreation staff 2006/2007

V. Energy - N/A

___

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 Reports:

VII. Historical Resources

✓ City of San Diego Historical Resources Guidelines.

✓ City of San Diego Archaeology Library.

___ Historical Resources Board List.

___ Community Historical Survey:

✓ Site Specific Survey: Archaeologica/Historical Site survey by qualified City staff 2006/2007

VIII. Human Health / Public Safety / Hazardous Materials

✓ San Diego County Hazardous Materials Environmental Assessment Listing (website)

___ San Diego County Hazardous Materials Management Division

___ FAA Determination

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

___ Airport Comprehensive Land Use 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).

✓ Preliminary Drainage Study, Nasland Engineering (October 2007)

X. Land Use

___ City of San Diego Progress Guide and General Plan.

✓ Community Plan - Mid-City Community Plan.

___ Airport Comprehensive Land Use Plan

✓ City of San Diego Zoning Maps

___ FAA Determination

XI. Noise

✓ Community Plan

___ 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 Progress Guide and General Plan.

___ Site Specific Report:

XII. Paleontological Resources

✓ City of San Diego Paleontological Guidelines.

___ 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:

XIII. Population / Housing N/A

___ City of San Diego Progress Guide and General Plan.

✓ Community Plan.

___ Series 8 Population Forecasts, SANDAG.

___ Other:

XIV. Public Services

___ City of San Diego Progress Guide and General Plan.

_✓_ Community Plan.

XV. Recreational Resources

_✓_ City of San Diego Progress Guide and General Plan.

_✓_ Community Plan.

_✓_ Department of Park and Recreation

___ City of San Diego - San Diego Regional Bicycling Map

___ Additional Resources

XVI. Transportation / Circulation

___ City of San Diego Progress Guide and General Plan.

_✓_ Community Plan.

_✓_ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

_✓_ San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVII. Utilities

_✓_ Consultation with water and wastewater reviewing staff.

XVIII. Water Conservation

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

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APPENDIX B

SAMPLE CITY INVOICE

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

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

SUMMARY

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

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

_____

Resident Engineer

_____

Construction Engineer

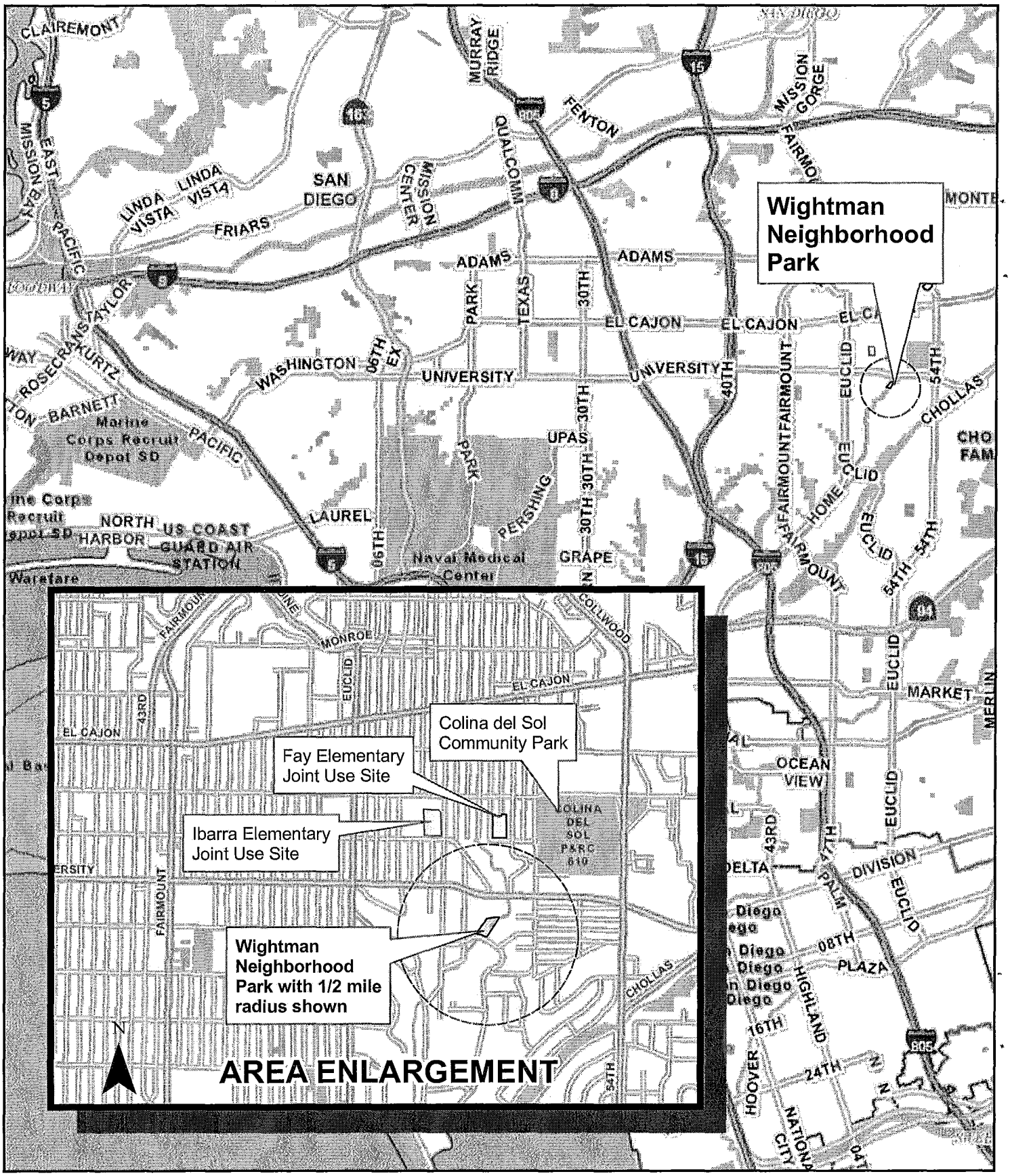
Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

APPENDIX C

LOCATION MAP



WIGHTMAN NEIGHBORHOOD PARK
VICINITY AND LOCATION MAP

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APPENDIX C

LOCATION MAP

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Wightman Street Neighborhood Park** (Project), SAP No. (WBS/IO/CC) **S-00767**, Bid No. **K-16-1344-DBB-3**.

B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Wightman Street Neighborhood Park** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.

C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

INTRODUCTORY PROVISIONS

A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.

B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.

C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in Section 1.1 below, and it shall be effective until completion of the Work.

D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

E. Partial Release of Payment Bond and Performance Bond.

1. **Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed ("Phase 2 Work").

2. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

   i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").

   ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than _____ Percent (_____%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher ("Partial Bond Release").

3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

SECTION 1: MAINTENANCE CONTRACT SUMMARY

1.1. General. The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as Exhibit A in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in the written in Exhibit A, at the direction of the City.

1.2. **Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and inspection and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

1.3. **Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for **60** months. A copy of the Field Notification shall be attached hereto as Exhibit B.

1.4. Performance of Work. The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.

1.5. **License.** The Contractor shall hold the following licenses in good standing:

a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.

b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

c) Registration with the County Agriculture Commission.

d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

e) City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. See Exhibit C.

1.6. **Hours of Performance.** The Contractor shall perform the Work between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

SECTION 2: ADMINISTRATION

2.1 **Contract Administrator.** The Public Works Department, Architectual Engineering & Parks Division is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this

LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.

2.2 **Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

2.3 **Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.

2.4 **Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.

2.5 **Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

PART 3: WORK SITE MAINTENANCE

3.1 **Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

3.2 **Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to

conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and where appropriate the State of California, the County Water Authority, or other legal entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

3.3 **Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.

3.4 **Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

4.1 **Maximum Compensation.** The compensation for this LTRMC shall not exceed **CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION MAINTENANCE CONTRACT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE 2012 WHITEBOOK, SECTION 700-2.1.5, 5.** (Contract Price).

4.2 **Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

4.3 **Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.

4.4 **Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTRMC.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1 **Contract Bonds.** Prior to commencement of the Work, Contractor, at its sole cost and expense, shall provide to City the following bonds issued by a surety authorized to issue bonds in California and otherwise satisfactory to City:

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTRMC.

5.2 **Insurance.** At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract , Section 7-3, "LIABILITY INSURANCE" for:

   1. Commercial General Liability
   2. Commercial Automobile Liability
   3. Worker's Compensation

b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTRMC.

SECTION 6: MISCELLANOUS

6.1 Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with

the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.

6.2 City Standard Provisions. This LTRMC is subject to the following standard provisions:

1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).

2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

3. WHITEBOOK, Section7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).

4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).

5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to 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.

6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.

7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

6.3 **Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.

6.4 **Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

6.5 **Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing

the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

6.6 **Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

6.7 **Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

6.8 **Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.

6.9 **Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.

6.10 **Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

6.11 **No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

6.12 **Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

6.13 Signing Authority. The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director and by Contractor.

Dated this _____ day of_____, **2016.**

THE CITY OF SAN DIEGO

By:_____
Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **2016.**

By:_____

Printed Name:_____

Title:_____

I HEREBY APPROVE the form of the foregoing Contract this

_____ day _____ of **2016.**

Jan I. Goldsmith, City Attorney

By:_____

Printed Name:_____
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

NOTE TO PM: INSERT SPECIFICATIONS THAT APPLY TO THIS PROJECT

I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **35040-01-D** through **35040-29-D**, inclusively (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.

II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

III. **Method of Performing Work.**

A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:

   a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).

   b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.

   c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.

   d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

   a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:

a) Not duplicate any coded City key furnished by City for access and operation of the controller;

b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;

c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and

d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.

2) Prevent encroachment of passage ways, walks, streets, or view of signs; and

3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees

and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.

2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.

3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:

a) iron chelate;

b) soil sulfur;

c) gypsum; or

d) surfactant enzymes such as Sarvon or Naiad.

4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.

1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.

2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.

1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.

2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and

species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.

3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.

H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.

2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

J. Monitoring: The City will retain a qualified biologist for the monitoring. The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number:_____

Name of License Holder:_____

Expiration Date:_____

Pest Control Applicator's Name:_____

License Number:_____

Expiration Date:_____

Pest Control Advisor's Name:_____

License Number:_____

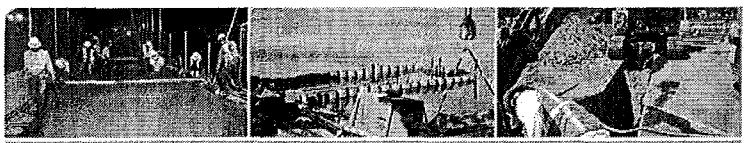
Expiration Date:_____

City of San Diego Business License Number:_____

Expiration Date:_____

APPENDIX E

SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in ____ and is anticipated to be complete in ____.

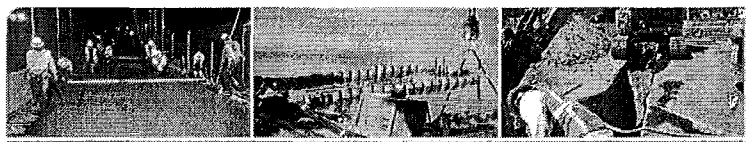
Hours and Days of Operation

- *Edit this information*: Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work
Call: **(619) 533-4207**
Email: **engineering@sandiego.gov**
Visit: **sandiego.gov/CIP**

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

This information is available in alternative formats upon request.



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Email: engineering@sandiego.gov
Visit: sandiego.gov/CIP

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

This information is available in alternative formats upon request.

ATTACHMENT F

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City of San Diego

CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"

FOR

WIGHTMAN STREET NEIGHBORHOOD PARK

BID NO.: K-16-1344-DBB-3
SAP NO. (WBS/IO/CC): S-00767
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 9
PROJECT TYPE: GE

BID DUE DATE:

2:00 PM
SEPTEMBER 22, 2015
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 Architect:

Vicki Estrada — 8-27-2015

1) Registered Architect — Date

Seal:

Samm M — 8/10/15 — Seal C 73711

2) For City Engineer — Date

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 2

1. To Bidding Documents, Proposal (BID), pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** with pages 4 through 7 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *August 27, 2015*
San Diego, California

JN/JB/egz

PROPOSAL (BID)

The Bidder agrees to the construction of **Wightman Street Neighborhood Park** 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	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	237990	9-3.4.1	Mobilization		$
2.	1	LS	238910	9-3.1	Demolition		$
3.	150	LF	238910	9-3.1	Saw Cut	$	$
4.	1	LS	561730	700-2.15	Clearing and Grubbing		$
5.	1	AL	238990	7-5.3	Building Permit - Type I		$15,000
6.	1	AL	237310	7-5.3	SDG&E Service and Water Fees – Type I		$65,000
7.	1	LS	541370	2-9.2	Survey Services		$
8.	1	LS	238910	300-2.9	Earthwork and Grading		$
9.	1,500	CYD	238910	300-4.9	Import	$	$
10.	1	LS	238220	9-3.1	Drainage Improvements		$
11.	1	LS	238990	700-2.15	Construction Fencing and Access Route		$
12.	1	LS	237990	9-3.1	Construction of Park Site Improvements		$
13.	1	LS	238990	9-3.1	Installation of Children's Play Area and Playground Equipment		$
14.	1	LS	237310	9-3.1	Installation of Culvert Crossing at Bridge Location		$
15.	1	LS	237310	9-3.1	Installation of Guard Rail		$
16.	1	EA	238990	9-3.1	Installation of Shade Structure	$	$

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17.	1	EA	237990	9-3.1	Installation of Half Basketball Court	$	$
18.	210	SF	238140	9-3.1	Installation of Cobble Veneer Wall	$	$
19.	1,000	SF	238140	9-3.1	Installation of Concrete Block Wall	$	$
20.	1	LS	238210	9-3.1	Installation of Electrical Conduit and Lighting Improvements		$
21.	1,600	SF	237310	9-3.1	Concrete Sidewalk on Wightman Street	$	$
22.	750	LF	237310	9-3.1	Concrete Curb and Gutter on Wightman Street	$	$
23.	1	LS	237310	9-3.1	Accessible Parking Signage and Striping on Wightman Street		$
24.	1	LS	238910	9-3.1	Slope Stabilization and Protection		$
25.	1	LS	561730	700-2.15	Revegetation and Erosion Control		$
26.	1	LS	541330	308-7	120 Day Plant Establishment Period		$
27.	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (5 Years)		$
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30.	1	LS	237990	701-13.8.4	Water Pollution Control Implementation		$
31.	1	LS	237990	701-13.8.4	Permit Fee		$
32.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		$
33.	1	AL		9-3.5	Field Orders - Type II		$125,000.00
					ESTIMATED TOTAL BASE BID:		**$**

TOTAL BID PRICE FOR BID (Items 1 through 33 inclusive) amount written in words:

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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: _____

The names of all persons interested in the foregoing proposal as principals are as follows:

_____

_____

_____

_____

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: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

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.

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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.

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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.

I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

City of San Diego

CITY CONTACT: **DAMIAN SINGLETON**, Contract Specialist, **Email:** Dsingleton@sandiego.gov
Phone No. (619) 533-3482, **Fax No.** (619) 533-3633

ADDENDUM "B"

FOR

WIGHTMAN STREET NEIGHBORHOOD PARK

BID NO.:	K-16-1344-DBB-3
SAP NO. (WBS/IO/CC):	S-00767
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	9
PROJECT TYPE:	GE

BID DUE DATE:

2:00 PM
SEPTEMBER 30, 2015
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 Architect:

Vicki Estrada

1) Registered Architect

8-10-2015
Date

Seal:

Samir M

2) For City Engineer

8/10/15
Date

Seal C 73711

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. BIDDER's QUESTIONS

Q1. What portion of the landscape improvements will fall under the 5 year maintenance and monitoring program for Wightman park?

A1. It is within the limits of Auburn Creek channel and the 20-foot wide buffer along the creek per Appendix A and construction plans.

Q2. Attachment E, Supplementary Special Provisions, Section 2-7.5, has a hyperlink to obtain a copy of the Geotechnical Report. The hyperlink takes you to a directory with 27 different project files. There is a folder for 'Wightman Street Neighborhood Park', when selected you then have 4 folders, one is titled 'Geotechnical investigation'. There are no documents in the Geotechnical Investigation folder. Please provide a copy of the referenced Geotechnical Investigation. Once this document is provided to the Bidders the RFI period should be extended so that any questions related to the report may be clarified.

A2. The referenced report has been uploaded per Section 2-7.5.

Q3. Sheet 2 – Grading & Geotechnical Specifications notes, "all grading must be performed in accordance with...recommendations and specifications set forth in the soils report...Geotechnical Investigation, Wightman Park, prepared by GEOCON INC. dated July 20, 2007". The instructions in the plans to perform the grading in accordance with the recommendations of the Geotechnical Report conflicts with section 2-7.3 of the White book which specifically cautions the bidder that "interpretations and conclusions contained in the documents were formulated for design purposes only and were based on work performed in such a way to expressly provide information required for design. Please advise if the Bidders are to include the recommendations for grading in the geotechnical report in its bid. If the Bidders are to follow the recommendations in the Geotechnical Report for grading please advise what order of precedence the Geotechnical Report has within whitebook section 2-5.2, Precedence of Contract Documents.

A3. The Geotechnical report and its recommendations are as part of the construction documents per Item 11 of Section 2-5.2.

Q4. Sheet 3 – Grading Note 6 requires compaction testing for all earthwork. Please confirm whether the Bidder or the City will perform the required compaction testing.

A4. The City will perform the required compaction testing for the earth work.

Q5. Sheet 4, Water Notes – The water notes has an expiration of price dated 3/9/15, please provide updated information on the cost for services performed by the City.

A5. At the time of permit issuance, all applicable water fees will be applied for the water service connections as provided.

Q6. Sheet 4, Special Notes 1 – The note includes liability and indemnity that appears to be boilerplate information included by the Engineer. Some of the language in this note conflicts or is superfluous with the numerous Indemnification and liability clauses of the contract included in section 7 of the Greenbook, Whitebook, and Supplementary Special Provisions. Please review and advise.

A6. Section 7, Responsibility of the Contractor, of the Whitebook calls out for the contractor to furnish, maintain and provide the construction site in good condition as outlined. Special Notes plans are intended to provide further clarifications.

Q7. Sheet 5, Archeological Monitoring – Please clarify who (Bidder or City) for obtaining the services of an Archeological and Native American Monitors required to meet the monitoring requirements of the contract.

A7. The City will retain a qualified Archeologist for the monitoring. The Contractor shall closely coordinate with the work in order to ensure the consistency of the required monitoring program.

Q8. Sheet 8, Traffic Control Plans – Please advise of the cost from the City for the traffic control permit p/ week or month? Are these costs reimbursable in the Permit Fee bid item? What hours can the Traffic Control per sheet 8 be set up?

A8. The contractor shall coordinate with the Residence Engineer prior to the installation of the provided traffic control plan. Normal Working Hours are from 7:30 am to 4:30 pm per Section 1-2. No Traffic Control Permit Fees are applicable for this project.

Q9. Bid Item 31, Permit Fee – The bid item references the pay provisions of section 701-13.8.4 which notes that permits will be paid as an allowance. The City has not included any dollar value for this allowance bid item. Please review and advise.

A9. The Bidding Documents will be revised to provide an allowance.

Q10. Supplementary Special Provisions (and whitebook) section, 7-16 – Is the Contractor required to obtain the services of a Community Liaison during the performance of this contract?

A10. The contractor is required to coordinate and perform the community outreach activities to ensure consistency with the City's community outreach plan. Payment for these services is included in the various bid items.

Q11. Supplementary Special Provisions, Section 2-9.2.3 includes reference to 3 reports and a link to obtain copies of those reports. The provided link does not include the referenced documents. Please provide the referenced documents to the bidders.

A11. The referenced reports have been uploaded as referenced in Section 2-9.2.3.

Q12. Please confirm, that in accordance with the California Building Code (CBC), the Owner will provide all required special inspection services for the project.

A12. Special Inspection shall be provided by the contractor. Payment for this is included in the various Bid Items.

Q13. Detail A on sheet L-4 shows 4" of Class II base, an adjacent note shows the same area to be 95% compacted to subgrade. All other details shows the native soils to be compacted to 95%, please clarify.

A13. All native soils are located within the new improvement area (walkway, d.g. path, play area, basketball court, concrete paving, etc...) shall be compacted to 95%.

Q14. Are all precast materials to be anti-graffiti coated by the manufacturer prior to delivery?

A14. All precast furniture and materials must have the anti-Graffiti coating by the manufacturer prior to delivery.

Q15. Detail D on sheet L-4 shows Filter Fabric to be placed under the Decomposed Granite trail. Please provide the physical properties the fabric must conform to and a specific material required to use.

A15. Northtown Co. 800-972-7274, model Mirafi 180N or "approved equal, is specified to meet the nonwoven geotextile requirements in Section 213-2 and 213-2.2 Physical Properties.

Q16. Addendum A deleted the bid items for the bridge and the associated footings. Please clarify where these items are to be paid and clarify the scope of work.

A16. The prefabricated bridge has been replaced with a culvert crossing and guard rails per Bid Items 14 and 15.

Q17. Is there 4" of Class II Base to be placed under all sidewalk, D.G. Pathways, and concrete paving areas?

A17. Yes, there is 4" Class II Based required under the concrete walkway and paving areas.

Q18. Provide details and drawings of the tamper resistant mounting bracket for the bronze logos described in detail A on Sheet L-9

A18. Per the recommended manufacturer, it is anchored into the concrete with epoxy and dowels.

Q19. Detail A on Sheet L-5 shows the letters to be recessed ½" on the Entry Monument, please explain what method the City wishes to recess the lettering or will this be done by the manufacturer?

A19. All the letters shall be done by manufacturer.

Q20. On plan sheet L-2 detail "E" there is a note that states that the basketball court will be constructed with 6" concrete paving per detail A/L-9. Detail A/L-9 is for the Interpretive Exhibit Detail. Please clarify which detail pertains to the basketball court to be installed.

A20. Sheet L-3 contains Construct Concrete Half Basketball Court, Item40 referencing E/L-16 Detail. There is no notes "E" found on Sheet L-2 regarding the basketball. Please refer to Sheet L-3.

Q21. Sheet L-2, there is a callout for construction note 56 that points to what appears to be the goal posts and a decorative barrier wall. Construction note 56 is for the "Decorative Barrier Wall". Please clarify there is not a barrier wall between the 2 segments of the half court and identify why construction note 56 is pointing to the basketball hoops.

A21. Note 56 on Sheet L-2 is for the Decorative Barrier Wall only, not basketball hoops.

Q22. In review of the Bid Form, I can find only one "Line Item" for Landscape, Irrigation, 120 Day Plant establishment, Revegetation and Erosion Control.

Is all Irrigation, Tree Planting, Shrub Planting, Groundcover and Turf Establishment to be placed in "Line Item" #25, NAICS 561730 as a Lump Sum Bid Item?

A22. Bid Item #25 is correct as a Lump Sum for the establishment as required per Section 700-2.15, Payment.

Q23. Where does the Cost for installation of the DG Walkway & Concrete Mow Curb belong on the "Bid Form"?

A23. Bid Item 12, Construction of Park Site Improvement, is as Lump Sum for park improvements.

Q24. Where does the Cost for installation of the Cobblestone Work belong on the "Bid Form"?

A24. Bid Items 12 and 18, Construction of Park Site Improvement and Installation of Cobble Veneer Wall, are inclusive for cobblestone work.

C. VOLUME 2

1. To Bidding Documents, Proposal (BID), pages 10 through 13, **DELETE** in their entirety and **SUBSTITUTE** with pages 8 through 11 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *September 21, 2015*
San Diego, California

JN/JB/egz

PROPOSAL (BID)

The Bidder agrees to the construction of **Wightman Street Neighborhood Park** 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	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	237990	9-3.4.1	Mobilization		$
2.	1	LS	238910	9-3.1	Demolition		$
3.	150	LF	238910	9-3.1	Saw Cut	$	$
4.	1	LS	561730	700-2.15	Clearing and Grubbing		$
5.	1	AL	238990	7-5.3	Building Permit - Type I		$15,000
6.	1	AL	237310	7-5.3	SDG&E Service and Water Fees – Type I		$65,000
7.	1	LS	541370	2-9.2	Survey Services		$
8.	1	LS	238910	300-2.9	Earthwork and Grading		$
9.	1,500	CYD	238910	300-4.9	Import	$	$
10.	1	LS	238220	9-3.1	Drainage Improvements		$
11.	1	LS	238990	700-2.15	Construction Fencing and Access Route		$
12.	1	LS	237990	9-3.1	Construction of Park Site Improvements		$
13.	1	LS	238990	9-3.1	Installation of Children's Play Area and Playground Equipment		$
14.	1	LS	237310	9-3.1	Installation of Prefabricated Bridge		$
15.	1	LS	237310	9-3.1	Installation of Structural Concrete Bridge Footings		$

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
16.	1	EA	238990	9-3.1	Installation of Shade Structure	$	$
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26.	1	LS	541330	308-7	120 Day Plant Establishment Period		$
27.	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (5 Years)		$
28.	1	LS	237310	7-10.2.6	Traffic Control Design and Installation		$
29.	1	LS	541330	701-13.9.5	Water Pollution Control Development		$
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31.	1	AL	237990	701-13.8.4	Permit Fee – Type I		$500.00
32.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		$
33.	1	AL		9-3.5	Field Orders - Type II		$125,000.00
					ESTIMATED TOTAL BASE BID:		**$**

TOTAL BID PRICE FOR BID (Items 1 through 33 inclusive) amount written in words:

_____

The Bidder is to acknowledge within the bid the receipt of any addenda that were issued. If an addendum was issued by the City and not acknowledged by the Bidder, the bid may be deemed non-responsive. The following addenda have been received and are hereby acknowledged:

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The names of all persons interested in the foregoing proposal as principals are as follows:

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_____

_____

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: _____

Title: _____

Business Address: _____

Place of Business: _____

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NOTES:

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City of San Diego

CITY CONTACT: **DAMIAN SINGLETON**, Contract Specialist, **Email:** Dsingleton@sandiego.gov
Phone No. (619) 533-3482, **Fax No.** (619) 533-3633

ADDENDUM "C"

FOR

WIGHTMAN STREET NEIGHBORHOOD PARK

BID NO.:	K-16-1344-DBB-3
SAP NO. (WBS/IO/CC):	S-00767
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	9
PROJECT TYPE:	GE

BID DUE DATE:

2:00 PM
OCTOBER 7, 2015
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 Architect:

Vicki Estrada

1) Registered Architect

8-10-2015
Date

Seal:

Samir M

2) For City Engineer

8/10/15
Date

Seal C 73711

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. ADDENDUM

1. To Addendum B, Part C, Volume 2, Item 1, **DELETE** "pages 8 through 11" in their entirety and **SUBSTITUTE** with pages 4 through 7 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *September 28, 2015*
San Diego, California

JN/JB/egz

PROPOSAL (BID)

The Bidder agrees to the construction of **Wightman Street Neighborhood Park** 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.

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Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

NOTES:

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(1)

DIRC
LCA ✓
(JC)

City of San Diego

CONTRACTOR'S NAME: Atlas Development
ADDRESS: 991C Lomas Santa Fe Dr #115 Solana Beach
TELEPHONE NO.: 619-200-0902 FAX NO.: 858-350-9337
CITY CONTACT: DAMIAN SINGLETON, Contract Specialist, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633
DVanMartin/JBorja/egz

CONTRACT DOCUMENTS

FOR

WIGHTMAN STREET NEIGHBORHOOD PARK

VOLUME 2 OF 2

BID NO.:	K-16-1344-DBB-3
SAP NO. (WBS/IO/CC):	S-00767
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	9
PROJECT TYPE:	GE

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO VOLUME 1 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 14
8. Form AA40 - Named Equipment/Material Supplier List 15

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 _____

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 Atlas Development

(2) Signature, with official title of officer authorized to sign for the corporation:

M Atefi
(Signature)

Mark Atefi
(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) 991C Lomas Santa Fe Dr #115

(5) City and State Solana Beach CA Zip Code 92075

(6) Telephone No. 619-200-0902 Facsimile No. 858-350-9337

(7) Email Address mark.atefi@atlas-corp.net

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 A, B

LICENSE NO. 858038 EXPIRES 4-30-17

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:

1000003093

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: mark.atefi@atlas-corp.net

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 Vice President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

_____

(NOTARIAL SEAL)

JURAT

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

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 21st day of Sep., 2015, by Zohreh Sadatrafiei,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

KI HOON CHOI
Commission No. 1962199
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires DEC 1, 2015

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

Wightman Street Neigborhood Park, Invitation Bid No. k-16-1344-DBB-3

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

SIGNED AND SEALED, this 16th day of September, 20 15

Atlas Development Corporation (SEAL)	Great American Insurance Company (SEAL)
(Principal)	(Surety)
By: _____	By: _____
(Signature)	(Signature)
	Tara Bacon, Attorney-in-fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of San Diego)

On September 16, 2015 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

MARIA HALLMARK
Commission # 1986082
Notary Public - California
San Diego County
My Comm. Expires Aug 22, 2016

Signature _____ **(Seal)**

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 14839

POWER OF ATTORNEY

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

Name		Address	Limit of Power
DALE G. HARSHAW	KYLE KING	ALL OF	ALL
GEOFFREY SHELTON	JOHN R. QUALIN	SAN DIEGO,	$75,000,000.00
TARA BACON		CALIFORNIA	

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of APRIL , 2013 .

Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of APRIL , 2013 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

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

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

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

CERTIFICATION

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

Signed and sealed this 16th day of September , 2015 .

Assistant Secretary

S1029AC (4/11)

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)

Zohreh Sodatrafiei, being first duly sworn, deposes and says that he or she is Vice 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: Vice President

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

Notary Public

(SEAL)

JURAT

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

State of California

County of San diego

Subscribed and sworn to (or affirmed) before me on this 21st day of Sep, 20 15, by Zohreh Sadatrafiei,

proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who appeared before me.

Signature _____

KI HOON CHOI
Commission No. 1962199
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires DEC 1, 2015

CLS1 CLS1

(Seal)

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: Atlas Development

Certified By Mark Atefi Title President
Name

Signature Date 9/21/15

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

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

COMPANY INFORMATION

Company Name: Atlas Development	Contact Name:
Company Address: 991C Lomas Santa Fe Dr #115	Contact Phone: 619-200-0902
Solana Beach CA 92075	Contact Email: mark.atefi@atlas-corp.net

CONTRACT INFORMATION

Contract Title: Wightman Street Neighborhood Park	Start Date:
Contract Number (if no number, state location): K-16-1344-DBB-3	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

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.

Mark Atefi / Pres.	M Atefi	9/21/15
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

(Rev 02/15/2011)

PROPOSAL (BID)

The Bidder agrees to the construction of **Wightman Street Neighborhood Park** 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	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1.	1	LS	237990	9-3.4.1	Mobilization		$ 50,000.00
2.	1	LS	238910	9-3.1	Demolition		$ 18,622.86
3.	150	LF	238910	9-3.1	Saw Cut	$ 4.42	$ 663.00
4.	1	LS	561730	700-2.15	Clearing and Grubbing		$ 42,000.00
5.	1	AL	238990	7-5.3	Building Permit - Type I		$ 15,000.00
6.	1	AL	237310	7-5.3	SDG&E Service and Water Fees – Type I		$ 65,000.00
7.	1	LS	541370	2-9.2	Survey Services		$ 13,850.00
8.	1	LS	238910	300-2.9	Earthwork and Grading		$ 72,851.50
9.	1,500	CYD	238910	300-4.9	Import	$ 17.66	$ 26,490.00
10.	1	LS	238220	9-3.1	Drainage Improvements		$ 52,982.91
11.	1	LS	238990	700-2.15	Construction Fencing and Access Route		$ 17,490.00
12.	1	LS	237990	9-3.1	Construction of Park Site Improvements		$ 428,499.27
13.	1	LS	238990	9-3.1	Installation of Children's Play Area and Playground Equipment		$ 236,000.00
14.	1	LS	237310	9-3.1	Installation of Culvert Crossing at Bridge Location		$ 26,491.45
15.	1	LS	237310	9-3.1	Installation of Guard Rail		$ NO 8,450.00
16.	1	EA	238990	9-3.1	Installation of Shade Structure	$ 105,967.39	$ 105,967.39

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
17.	1	EA	237990	9-3.1	Installation of Half Basketball Court	$ 60,930.34	$ 60,930.34
18.	210	SF	238140	9-3.1	Installation of Cobble Veneer Wall	$ 157.69	$ 33,114.90
19.	1,000	SF	238140	9-3.1	Installation of Concrete Block Wall	$ 46.36	$ ~~46,366.00~~ 46,360.00
20.	1	LS	238210	9-3.1	Installation of Electrical Conduit and Lighting Improvements		$ 68,500.00
21.	1,600	SF	237310	9-3.1	Concrete Sidewalk on Wightman Street	$ 8.28	$ 13,248.00
22.	150	LF	237310	9-3.1	Concrete Curb and Gutter on Wightman Street	$ 39.74	$ 5,961.00
23.	1	LS	237310	9-3.1	Accessible Parking Signage and Striping on Wightman Street		$ 1,986.86
24.	1	LS	238910	9-3.1	Slope Stabilization and Protection		$ 6,622.86
25.	1	LS	561730	700-2.15	Revegetation and Erosion Control		$ 234,620.00
26.	1	LS	541330	308-7	120 Day Plant Establishment Period		$ 6,656.00
27.	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (5 Years)		$ 38,400.00
28.	1	LS	237310	7-10.2.6	Traffic Control Design and Installation		$ 2,649.15
29.	1	LS	541330	701-13.9.5	Water Pollution Control Development		$ 662.29
30.	1	LS	237990	701-13.9.5	Water Pollution Control Implementation		$ 7,947.44
31.	1	AL	237990	701-13.8.4	Permit Fee - Type I		$ 500.00
32.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		$ 50,333.76
33.	1	AL		9-3.5	Field Orders - Type II		$ 125,000.00
					ESTIMATED TOTAL BASE BID:		$ ~~1,883,856.98~~ we 1,883,850.98 is

TOTAL BID PRICE FOR BID (Items 1 through 33 inclusive) amount written in words:

one Million eight hundred eighty three we thousand eight hundred fifty six & 98/100

The Bidder is to acknowledge within the bid the receipt of any addenda that were issued. If an addendum was issued by the City and not acknowledged by the Bidder, the bid may be deemed non-responsive. The following addenda have been received and are hereby acknowledged:

A, B, C

The names of all persons interested in the foregoing proposal as principals are as follows:

Mark Atefi
Zohreh Sadatrafiei

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: Mark Atefi

Title: President

Business Address: 991C Lomas Santa Fe Dr #115 Solana Beach

Place of Business: Solana Beach

Place of Residence: San Diego

Signature: M Ath.

PROPOSAL (BID)

The Bidder agrees to the construction of **Wightman Street Neighborhood Park** 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.

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					BASE BID		
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3.	150	LF	238910	9-3.1	Saw Cut	$ 4.42	$ 663.00
4.	1	LS	561730	700-2.15	Clearing and Grubbing		$ 42.000.00
5.	1	AL	238990	7-5.3	Building Permit - Type I		$ 15,000.00
6.	1	AL	237310	7-5.3	SDG&E Service and Water Fees – Type I		$ 65,000.00
7.	1	LS	541370	2-9.2	Survey Services		$ 13,850.00
8.	1	LS	238910	300-2.9	Earthwork and Grading		$ 72,851.50
9.	1,500	CYD	238910	300-4.9	Import	$ 17.66	$ 26,490.00
10.	1	LS	238220	9-3.1	Drainage Improvements		$ 52,982.91
11.	1	LS	238990	700-2.15	Construction Fencing and Access Route		$ 17,490.00
12.	1	LS	237990	9-3.1	Construction of Park Site Improvements		$428,499.27
13.	1	LS	238990	9-3.1	Installation of Children's Play Area and Playground Equipment		$ 236,000.00
14.	1	LS	237310	9-3.1	Installation of Culvert Crossing at Bridge Location		$ 26,491.45
15.	1	LS	237310	9-3.1	Installation of Guard Rail		$ 8,450.00
16.	1	EA	238990	9-3.1	Installation of Shade Structure	$105,967.39	$ 105,967.39

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
17.	1	EA	237990	9-3.1	Installation of Half Basketball Court	$ 60,930.34	$ 60,930.34
18.	210	SF	238140	9-3.1	Installation of Cobble Veneer Wall	$ 157.69	$ 33,114.90
19.	1,000	SF	238140	9-3.1	Installation of Concrete Block Wall	$ 46.36	$ ~~46,366.00~~ 46,360.00
20.	1	LS	238210	9-3.1	Installation of Electrical Conduit and Lighting Improvements		$ 68,500.00
21.	1,600	SF	237310	9-3.1	Concrete Sidewalk on Wightman Street	$ 8.28	$ 13,248.00
22.	150	LF	237310	9-3.1	Concrete Curb and Gutter on Wightman Street	$ 39.74	$ 5,961.00
23.	1	LS	237310	9-3.1	Accessible Parking Signage and Striping on Wightman Street		$ 1,986.86
24.	1	LS	238910	9-3.1	Slope Stabilization and Protection		$ 6,622.86
25.	1	LS	561730	700-2.15	Revegetation and Erosion Control		$ 234,620.00
26.	1	LS	541330	308-7	120 Day Plant Establishment Period		$ 6,656.00
27.	1	LS	541330	700-2.15	Revegetation Maintenance and Monitoring Program (5 Years)		$ 38,400.00
28.	1	LS	237310	7-10.2.6	Traffic Control Design and Installation		$ 2,649.15
29.	1	LS	541330	701-13.9.5	Water Pollution Control Development		$ 662.29
30.	1	LS	237990	701-13.9.5	Water Pollution Control Implementation		$ 7,947.44
31.	1	AL	237990	701-13.8.4	Permit Fee - Type I		$ 500.00
32.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		$ 50,333.76
33.	1	AL		9-3.5	Field Orders - Type II		$ 125,000.00
						ESTIMATED TOTAL BASE BID:	$ ~~1,883,856.98~~ 1,883,860.98

TOTAL BID PRICE FOR BID (Items 1 through 33 inclusive) amount written in words:

one Million eight hundred eighty three ~~thousand~~ we eight hundred fifty ~~dollars~~ & 98/100

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.

I. Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.

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.

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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 SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: S.S. Steel Fabricators, Inc. Address: 23441 Japatul Valley Rd. City: Alpine State: CA Zip: 91901 Phone: 619-443-4846 Email: georgesr@sssteel.us	Constructor	483934	Steel Fabrication	$58,773.00			
Name: William A. Steen & Associates Address: 8580 La mesa Blvd #102 City: La Mesa State: CA Zip: 91942 Phone: 619-460-9030 Email: info@wasteen.com	Designer	18136	Surveying	$13,850.00			

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

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	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

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Name: Robertson Industries, Inc. Address: 2414 West 12th St, Suite 5 City: Tempe State: AZ Zip: 85281 Phone: 800-858-0519 Email: dpurcell@fstturf.com	Constructor	667261	Rubber surfacing	$52,369.20			
Name: Amigos Landscapes Address: 8617 Cuyamaca St City: Santee State: CA Zip: 92071 Phone: 619-749-9530 Email: sarah.d@amigoslandscapes.com	Constructor	983654	Landscaping	$279,676.00	ELBE	CITY of SD	

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Name: Hanson Electric, Inc. Address: 1277 Buckwheat Trail City: Campo State: CA Zip: 91906 Phone: 619-478-3063 Email: hansonelectricsd@gmail.com	constructor	1006273	Electrical	$68,500.00	SBE DVBE	CA	
Name: Tot Lot Pros Address: 14660 Mallory Drive City: Fontana State: CA Zip: 92335 Phone: 909-350-9500 Email: jack@totlotpros.com	constructor	967975	Playground Installation	$37,800.00			

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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LIST OF SUBCONTRACTORS

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Subcontractors' License Number must be filled in. Failure to provide the information specified may deem the bidder **non-responsive.**

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 SDVOSB①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Greenfield Fence Inc. Address: 4051 Oceanside Blvd City: Oceanside State: CA Zip: 92056 Phone: 760-724-8131 Email: John@greenfiddfenceinc.com	Constructor	568973	Fencing	$25,940.00			
Name: Address: City: State: Zip: Phone: Email:							

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Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
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Service-Disabled Veteran Owned Small Business	SDVOSB		

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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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 SDVOSB①	WHERE CERTIFIED②
Name: Coast Recreation, Inc. Address: 3151 Airway Ave, #A-3 City: Costa Mesa State: CA Zip: 92626 Phone: 714-619- Email: Cbarry@coastrecreation.net	Supplies	$139,637.00	Yes	No		
Name: Address: City: State: Zip: Phone: Email:						

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

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

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State of California's Department of General Services	CADoGS	City of Los Angeles	LA
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