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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
D. VanMartin / B. Doringo / Is

CONTRACT DOCUMENTS

FOR

ORIGINAL



MOUNTAIN VIEW NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

VOLUME 1 OF 2

BID NO.: _____ K-15-5861-DBB-3-B
SAP NO. (WBS/IO/CC): _____ S-11019
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 4
PROJECT TYPE: _____ GE
CDBG #: _____ 1000003-2015

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

**2:00 PM
APRIL 23, 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

3/16/2015 Seal:
Date
JANIDIRO



Sam M.
2) For City Engineer

3/16/2015 Seal:
Date

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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 **Mountain View Neighborhood Park - Children's Play Area Upgrades** (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 affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
 - 4.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 4.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 4.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 4.5. **Department of Housing and Urban Development (HUD):**
 1. Small Disadvantaged Business (SDB): 5%
 2. Women-Owned Small Business (WoSB): 5%
 3. HUBZone Small Business (HubZone): 3%
 4. Service Disabled Veteran-owned Small Business (SDVoSB): 3%

4.6. Bid will be declared **non-responsive** if the Bidder fails any of the following conditions:

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

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

4.8. For additional Funding Agency Equal Opportunity Contracting Program requirements and provisions, see Attachment D.

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 A.M., on APRIL 1, 2015.**

5.2. **The Pre-Bid Meeting has been designated as MANDATORY. All potential bidders are required to attend.** Bid will be declared **non-responsive** if the Bidder fails to attend the Pre-Bid Meeting when specified to be mandatory. Attendance at the Pre-Bid Meeting will be evidenced by the representative's signature on the attendance roster. It shall be the responsibility of the Bidder's representative to complete and sign the attendance roster. **No Bidder will be admitted after the specified start time of the mandatory Pre-Bid Meeting.**

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, BidsOnline™ 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:** Refer to Attachment D, Funding Agency Provisions.
9. **INSURANCE REQUIREMENTS:**
 - 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.
 - 9.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **PREQUALIFICATION OF CONTRACTORS:**
 - 10.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and links to the online prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification.shtml>
 - 10.2. The completed application must be submitted online to the Public Works Contracts, Prequalification Program no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
11. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06

Title	Edition	Document Number
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

12. **CITY'S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
13. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
14. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
 - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
 - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
 - 16.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **SUBMISSION OF QUESTIONS:**
- 19.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:
- Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: [Contract Specialist listed on the front cover hereof]
- OR:
- Email address of the Contract Specialist listed on the front cover hereof.
- 19.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 19.3. Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.
- 19.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
20. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
21. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
22. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.

- 22.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 22.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 22.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 22.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

23. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):

- 23.1. Bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 23.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 23.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 23.4. A Bid received without the specified bid security may be rejected as **non-responsive**.

24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 24.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 24.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 24.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 24.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days,

excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.

- 24.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracts no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- 24.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 24.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 24.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

25. BID RESULTS:

- 25.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 25.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

26. THE CONTRACT:

- 26.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 26.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- 26.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 26.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 26.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
27. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
28. **CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 28.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 28.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 28.3. The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 28.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 28.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 28.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 28.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

29. PRE-AWARD ACTIVITIES:

- 29.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 29.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

30. REQUIRED DOCUMENT SCHEDULE:

- 30.1. The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- 30.2. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Disclosure of Lobbying Activities
9.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
10.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
11.	WITHIN 4 WORKING DAYS OF BID OPENING	ALL BIDDERS	Federal Good Faith Documentation
12.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
13.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA61 – List of Work Made Available
14.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA62 – Summary of Bids Received
15.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA63 – Good Faith Effort List of Subcontractors Solicited
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS

AGREEMENT

CONTRACT FORMS

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC., herein called "Contractor" for construction of **Mountain View Neighborhood Park - Children's Play Area Upgrades**; Bid No. **K-15-5861-DBB-3-B**; in the amount of EIGHT HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$810,000.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Mountain View Neighborhood Park - Children's Play Area Upgrades**, on file in the office of the Public Works Department as Document No. **S-11019**, 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 **Mountain View Neighborhood Park - Children's Play Area Upgrades**, Bid Number **K-15-5861-DBB-3-B**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Jan I. Goldsmith, City Attorney

By 

By 

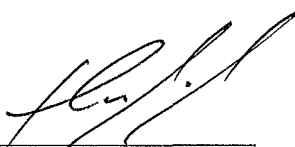
Print Name: Stephen Samara
Principal Contract Specialist (Acting)

Print Name: Thomas Zeleny
Deputy City Attorney

Date: 7-7-15

Date: 7/1/2015

CONTRACTOR

By 

HANI ASSI

Print Name: _____

Title: SECRETARY OF CORPORATION

Date: 06-15-2015

City of San Diego License No.: B2003004679

State Contractor's License No.: 792159

CONTRACT FORMS ATTACHMENTS

EXECUTED IN TRIPLICATE
BOND NO. 2200110
PREMIUM: \$8,187.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC., a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of EIGHT HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$810,000.00) for the faithful performance of the annexed contract, and in the sum of EIGHT HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$810,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Mountain View Neighborhood Park - Children's Play Area Upgrades**, Bid Number **K-15-5861-DBB-3-B**, 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

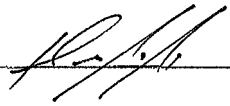
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated JUNE 11, 2015

Approved as to Form

TRI-GROUP
CONSTRUCTION AND DEVELOPMENT, INC.

Principal

By 

HANI ASSI, SECRETARY

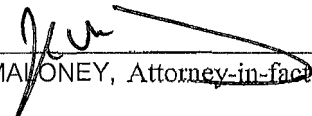
Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 
JOHN G. MALONEY, Attorney-in-fact

Approved:

By 
Principal Contract Specialist (Acting)

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Premium \$ 8,187.00

Bond No. 2200110

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 6/11/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared JOHN G. MALONEY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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

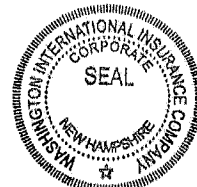


By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



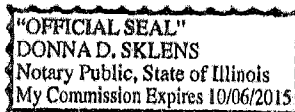
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 9th day of May, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of JUNE, 2015.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Mountain View Neighborhood Park - Children's Play Area Upgrades

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;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed _____



HANI ASSI

Printed Name _____

SECRETARY OF CORPORATION

Title _____

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Mountain View Neighborhood Park - Children's Play Area Upgrades

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;

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

(Name under which business is conducted)

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

Signed



HANI ASSI

Printed Name

SECRETARY OF CORPORATION

Title

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

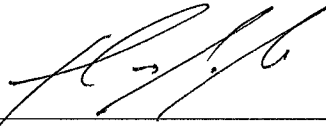
PROJECT TITLE: Mountain View Neighborhood Park - Children's Play Area Upgrades

I declare under penalty of perjury that I am authorized to make this certification on behalf of M.S. Group Construction and Dev. Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 15th Day of JUNE, 2015.

Signed _____



Printed Name _____

HANI ASSI

Title _____

SECRETARY OF CORPORATION

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:

Mountain View Neighborhood Park - Children's Play Area Upgrades

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-15-5861-DBB-3-B**; SAP No. (WBS/IO/CC) **S-11019**; 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

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and Workmanship Compliance

For Contract or Task _____

I certify that the material listed below complies with the materials and workmanship requirements of the Caltrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for _____, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

Material Description:

Manufacturer: _____
Model: _____
Serial Number (if applicable) _____
Quantity to be supplied: _____
Remarks: _____

Signed by: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

**City of San Diego
Public Works Department, Field Division**

NOTICE OF MATERIALS TO BE USED

To: _____ Date: _____, 20____
Resident Engineer

You are hereby notified that the materials required for use under Contract No. _____
for construction of _____,
in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the WHITEBOOK, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number: _____

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The project proposes to construct a new children's play area, install accessibility upgrades and street improvements along the fronting streets. The work includes all required demolition and grading necessary for the installation of a new play area, plays ground structures, park amenities, site accessibility and street improvements.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **37146-01-D** through **37146-19-D**, inclusive.

2. **CONSTRUCTION COST:** The City's estimated construction cost for this contract is **\$700,000.00**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

**Mountain View Neighborhood Park
551 South 40th Street
San Diego, CA 92113**

4. **CONTRACT TIME:** The Contract Time for completion of the Work including the Plant Establishment Period of 90 days shall be **200 Working 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

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
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING URBAN DEVELOPMENT (HUD)
FUNDING AGENCY PROVISIONS

FUNDING AGENCY PROVISIONS

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

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

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

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

- 1.2.** These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.
- 1.3.** The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.
- 1.4.** The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 1.5.** The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The "covered area" is the City of San Diego.

2. EQUAL OPPORTUNITY CLAUSES:

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

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

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 3.1. The Contractor is required to comply with the 16 "Standard Federal Equal Employment Specifications" located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.
- 3.2. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:
 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

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

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

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

5.1. Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:

1. State of California Department of Transportation Payroll Report. Due to the City weekly.
2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 7.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 7.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 7.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 7.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.

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

- 8.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

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

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

- **CA150001**
- **02**
- **02/13/2015**

The required wage information may be accessed and downloaded from:

<http://www.wdol.gov/>

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

10.1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

10.2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- 10.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. FEDERAL LABOR STANDARDS PROVISIONS:

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

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

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

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

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

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

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

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

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

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

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

12. AGENCY SPECIFIC PROVISIONS:

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening, and to submit the forms located in Volume 2 with the Bid will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

12.1. HUD Requirements

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

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

13. DBE POTENTIAL RESOURCES CENTERS:

- 13.1.** Utilization of SBA and MBDA resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 13.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources
- 13.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

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

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

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

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

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

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

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

13.9. State Agencies (must be contacted):

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

Notes:

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

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

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

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. **K-15-5861-DBB-3-B**

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

15. FORMS:

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

15.2. VOLUME 1 FORMS - The following forms in Volume 1 shall be completed and submitted within **4 Working Days of the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

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

FUNDING AGENCY PROVISIONS
FORMS

LIST OF WORK MADE AVAILABLE

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

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

SUMMARY OF BIDS RECEIVED

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

USE ADDITIONAL FORMS AS NECESSARY

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)
GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED**

[illegible]

USE ADDITIONAL FORMS AS NECESSARY

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 PLANS AND SPECIFICATIONS.

2-5.3 Submittals.

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>

2-5.3.2 Working Drawings. TABLE 2-5.3.2(A), ADD the following:

Item	Section No.	Title	Subject
17	306-1.6	Water Valve Bypass for Mainlines 16" and Larger	SDW-154 *

* Note: The distance dimensions shown between the bypass pipes and between bypass pipes and the mainlines are subject to change to field conditions.

2-5.3.3 Shop Drawings. ADD the following:

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

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

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1.3.4 Inspection Paid For by the Contractor. To the City Supplement, ADD the following:

Independent play audit of all playground equipment, play area and surfacing.

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

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

4-1.6

Trade Names or Equals. ADD the following:

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3

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

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

7-3.1

Policies and Procedures.

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

7-3.2 **Types of Insurance.**

7-3.2.1 **Commercial General Liability Insurance.**

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

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

7-3.2.2 **Commercial Automobile Liability Insurance.**

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

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

7-3.8 Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

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

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

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

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

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such

provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.

7-8.6 Water Pollution Control. ADD the following:

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

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 ¼".

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.
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.

7-16.2

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.
 - b. After distributing or mailing, the Contractor shall submit verification of delivery and any copies of returned notices to the Resident 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.

7-16.2.2 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, To be determined.

7-16.3 Public Notice by Contractor.

1. 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 where Work is to be performed at least 5 days before starting the Work as directed by the Resident Engineer.
2. 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.

7-16.4 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.

7-16.5 Communications with the Public.

1. 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.

2. 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.
3. At the request of the Resident Engineer, the Contractor shall attend and participate in project briefings at community meetings.
4. 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.

7-16.6

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.

7-16.7

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 as follows:

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

2. Notify businesses, institutions, property owners, and residents of the commencement of construction activities and utility service interruptions not less than 5 days in advance.
3. Coordinate access for vehicular and pedestrian traffic to businesses, institutions and residences impacted by the Project.
4. Prepare and present of materials in coordination with the Resident Engineer (the City's standards and guidelines for the communication materials are available for review by Bidders by sending a request to the Contract Specialist).
5. Respond to community questions and complaints related to Contractor activities.
6. Write, edit, update, or produce brochures, pamphlets and news releases.
7. 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.
8. Report Exclusive Community Liaison activities at all progress meetings scheduled by the Resident Engineer.
9. Attendance at pre-construction, community and stakeholders meetings.

7-16.7.1 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.

7-16.8 Payment. The Payment for the community outreach and public notices 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.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

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:

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

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

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

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

Colored admixture shall be air-entraining and water-reducing, meeting the requirements of ASTM C494, AASHTO M 194, and CRD C87.

Integral colored concrete shall be cured with Scofield Lithochrome Colorwax color, or approved equivalent, matched to the concrete. Provide sample panel of all colors

to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect prior to construction. Contractor shall provide a maintenance schedule for integral colored concrete.

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

Manufacturer: Scofield Chromix Admixtures for color-conditioned concrete, or approved equivalent

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

Colors: C-14 - 'Dark French Gray'

Curing: Scofield Cureseal-W Concrete Sealer (or approved equivalent). See Section 201 of these Special Provisions for Concrete Curing Materials.

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).

201-2 REINFORCEMENT FOR CONCRETE.

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

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

ADD:
201-2.7 Dowels. Dowels shall be sections of deformed steel reinforcing rod in sizes and lengths as indicated on the plans. Dowels shall be provided in locations where 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 and building footings. Provide dowels at the on-center spacing as indicated on the plan, centered on concrete slab, with a minimum of two dowels abutting into any adjacent slab sections.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.

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

All finished concrete surfaces shall have a 1/2" continuous expansion joint at locations indicated on the plans and notes and shall be located either parallel or perpendicular to the curb line. When not otherwise indicated all expansion joints located adjacent to colored or stained concrete shall be sealant Type "A" colored to match the color of the concrete surface.

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

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

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

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

Provide color selections made by Engineer from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving as specified in Section 201-1.2.4 of the Greenbook.

**ADD:
201-9**

WATER BASE PENETRATING SEALER FOR INTEGRAL COLORED CONCRETE.

201-9.1

General. Water based penetrating sealer shall be a sealer designed for the protection of colored and natural 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 colored and 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. 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):
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.

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:

206-7.1 Disabled Parking Sign. Signs shall be fabricated in conformance with the SDM-117 standards for signs.

**ADD:
206-7.2**

Play Area Ahead Warning Sign. Signs shall be fabricated in conformance with the SDM-117 standards for signs.

**ADD:
206-8**

DECORATIVE METAL FENCE.

Decorative Metal Fence shall be steel fabricated fencing of hot-dip galvanized (4 mils - 8 mils) then powder-coated (1.2 mils min. thickness). Fencing shall comply with the dimensions shown on the Plans. Fencing shall be comprised of square and rectangular vertical and horizontal bar and tube steel with complete welds at each interface. Welds shall be continuous and ground smooth. Burrs, sharp edges, and imperfections shall be removed for a smooth surface. Decorative metal fencing shall have a manufacturer applied powder-coat 'Gloss Dark Green' matte finish. Shop drawings and paint color shall be submitted for approval. Installations shall be vandal-proof. Posts shall be embedment mounted into a cast in place concrete footing with size as shown on the Plans. Field welding shall not be allowed.

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.**

207-26.4

Butterfly Valves. To the City Supplement, Paragraph (2), DELETE the last sentence.

To the City Supplement, Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

3. The operator shall be manual with a 2" (50 mm) square operating nut, and shall open the valve when turned counterclockwise.

207-27

FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-1

GENERAL. ADD the following paragraphs (as pertinent to Park electrical requirements).

- 209-1.1.1 Description.** All park lighting shall be in conformance with the plans, and State, Federal and Local Electric Codes, City of San Diego Park and Recreation Department Consultant's Guide to Park Design and Development Design Manual, 2011.
- 209-1.1.2 Work.** Work includes, but is not necessarily limited to, providing site power, and lighting systems as follows:
- (a) Complete electrical secondary conduit systems, including all pull and all splice boxes, pads, and other associated components.
 - (b) All conduit and feeder conductors for site work components.
 - (c) All site area lighting, including service and conduit together with related photocells.
 - (d) All required trenching, soil removal/replacement, compaction and turf repairs, to current City standards.
- 209-1.1.3 Payment.** Payment of all permit fees, utility company installation charges, SDG&E service orders, engineering fees, relocation costs, and related charges, as applicable.
- 209-1.1.4 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.
- 209-1.1.5 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.
- 209-1.1.6 Submittals.**
- (a) **Materials List.**

Provide complete materials list of all proposed products, including catalog cuts of manufactured items.
 - (b) **Quality Assurance.**
 - (c) **Manufacturer.**

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.

(d) **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.

209-1.1.7 Guarantee. The contractor shall furnish a written guarantee against defective work, materials, and operation for a period of one full year after final acceptance.

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

(b) 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.

209-1.1.8 Warranty. The manufacturers of all products shall warrant all products free of defects for one year from the date of acceptance by the City.

209-1.1.9 Product Handling.

209-1.1.10 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.

209-1.1.11 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.

209-1.1.12 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.

209-1.3 Conduit. ADD the following:

7. 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.

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

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

10. **Grounding conductors.** All conduits shall contain equipment grounding conductors.

- 209-2.15 Conductors.** ADD the following paragraphs:
- 209-2.15.1 General.** 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.
- 209-2.15.2 Wire coding.** Wire coding shall be in accordance with the provisions of Section 210-5 of the latest edition of the National Electric Code.
- 209-2.15.3 Conductor type.** 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:
- 209-2.15.4 Feeder conductors.** Feeder conductors and branch circuits: Type THW, 75 Degrees C.
- 209-2.15.5 Fixture wire.** Fixture wire shall be type THHN: XHHW or RHH - minimum 90 degrees C, unless otherwise noted.
- 209-2.15.6 Acceptable Manufacturers.** General Wire and Cable Corp., Rome Cable Division, Okonite Wire and Cable Corporation or approved substitute.
- 209-2.15.7 Branch circuit labeling.** All branch circuit conductors shall be labeled with circuit numbers.
- 209-2.15.8 Neutral conductors.** ~~One neutral conductor for each phase conductor pulled.~~
- 209-2.15.9 Connectors types.** 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.
- 209-2.15.10 Taping.** 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.
- 209-2.15.11 Splices.** 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.
- ADD:**
- 209-4.3.4 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.

ADD:
209-4.4.2

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

ADD:
209-4.9

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.

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

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD:
210-6

ANTI-GRAFFITI COATINGS. ADD the following:

3. Anti-graffiti coating shall be applied to all masonry site furnishings, including benches, drinking fountains, etc.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1 LANDSCAPE MATERIALS.

212-1.2 Soil Fertilizing And Conditioning Materials.

212-1.2.2 Manure. DELETE in its entirety:

212-1.2.3 Commercial Fertilizer. ADD the following:

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

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

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

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

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

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

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

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

212-1.2.6 Inorganic Soil Amendments. ADD the following:

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

ADD:

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

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

The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the Resident Engineer. All pesticides and herbicides shall be used in strict adherence to manufacturers' specifications and instructions, and shall be applied only by 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. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the Resident Engineer/Project Biologist.

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

212-1.3 Seed. Second paragraph, ADD the following:

Seed specified as "Scarified" shall be certified in vendor's statement. Legume seeds shall be scarified.

ADD:

212-1.3.1 Grass Seed. Seed shall be a blend of 50% pseudo-stoloniferous perennial ryegrass, and 40% Improved Common Bermuda and 10% Kentucky Bluegrass, or approved equal. Seed shall be fresh, clean, and free of weed seed. Seed at a rate of 9 lbs/1,000 square feet.

212-1.4 Plants.

212-1.4.1 General. ADD the following:

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

Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable native 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 Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by Engineer prior to planting.

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

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

Immediately upon award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all trees shall be submitted to

Engineer for approval a minimum of 15 days prior to delivery of the plants to the site. The Engineer reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

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

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

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

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

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

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

212-1.4.2 Trees. ADD the following:

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

- a) Be of the specified type and size as indicated on the Drawings, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the Resident Engineer) to those conditions

found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

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

212-1.4.3 Shrubs. ADD the following paragraphs:

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

Contractor shall assure that shrubs 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.

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

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

ADD:

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

ADD:

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

212-2 IRRIGATION SYSTEM MATERIALS.

212-2.1 Pipe and Fittings.

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

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

212-2.2 Valves and Valve Boxes.

212-2.2.7 Valve Boxes. ADD the following:

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

212-2.4 Sprinkler Equipment. ADD the following:

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

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

ADD:

212-3.2.2.3 Trench Marker Tape. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:

1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

ADD:

212-4 BIORETENTION SOIL MEDIA (BSM).

212-4.1 General. Bioretention Soil Media (BSM) is a formulated planting soil which consists of 60% to 70% washed sand and 30% to 40% compost on a volume basis, and shall be mixed at the plant site prior to delivery.

212-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 and a sieve analysis shall be performed in accordance with ASTM C 136 to demonstrate compliance with the gradation limits shown in Table 212-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery.

Table 212-4.1.1 (A) Sand Gradation Limits

Sieve Size	Percent Passing
3/8 inch	100
No. 4	60 - 100
No.10	40 - 100
No. 40	15 - 50
No. 200	0 - 5

Note: Coefficient of Uniformity ($C_u = D_{60}/D_{10}$) equal to or greater than 4

212-4.1.2 Compost. Compost shall be certified by the U.S. Composting Council's Seal of Testing Assurance Program or an approved equal. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.
2. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight

3. pH shall be between 6.0 and 8.0
4. Soluble Salt Concentration less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council)
5. Maturity (seed emergence and seedling vigor): greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
6. Stability (Carbon Dioxide evolution rate): less than 8 mg CO₂-C per g OM per day (Method TMECC 5.08-B, USDA and U.S. Composting Council)
7. Moisture: 40%-50% wet weight basis.
8. Select Pathogens: Pass US EPA Class A standard, 40 CFR Section 503.32(a).
9. Trace Metals: Pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
10. Within gradation limits in Table 212-4.1.2 (ASTM D 422 sieve analysis or approved equivalent)

Table 212-4.1.2 (A) Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
1 inch	99 to 100
½ inch	90 to 100
¼ inch	40 to 90
No. 200	2 to 10

212-4.2

Agricultural Suitability. The Contractor shall submit the source and location of BSM, a physical sample, and accompanying and current test results by a third party independent agronomic laboratory reflecting compliance with Contract Documents to the Engineer at least 30 Days prior to ordering materials.

No planting shall begin until test results confirm the agricultural suitability of the BSM. The Contractor shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency registered by the State for agricultural soil evaluation which indicates compliance which states that the tested material proposed source complies with these specifications. Third party independent laboratory tests shall be paid for by the Contractor.

The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH range: 6.0-7.8

- b) Salinity less than 3.0 millimho/cm (electrical conductivity)
- c) Sodium adsorption ration (SAR) less than 3.0
- d) Chloride less than 150 ppm

The test results shall show the following information:

- a) Date of Testing
- b) Project Name
- c) The Contractor's Name
- d) Source of Materials and Supplier's Name
- e) Estimate of Quantity Needed
- f) pH
- g) EC
- h) Elements: phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium
- i) Soil adsorption ratio
- j) Carbon/nitrogen ratio
- k) Moisture content
- l) Organic Content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended prior to importation. Third party independent laboratory test results reflecting compliance with above requirements shall be provided to the Engineer prior to the delivery of the BSM.

212-4.3 Delivery, Storage and Handling. The Contractor shall not deliver or place soils in frozen, wet, or muddy conditions.

The Contractor shall protect soils and mixes from absorbing excess water and from erosion at all times. The Contractor shall not store materials unprotected from large rainfall events. The Contractor shall not allow excess water to enter site prior to compaction. If water is introduced into the material after grading, the Contractor shall allow material to drain or aerate to optimum compaction moisture content.

212-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to assure sufficient permeability to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and to support healthy vegetation. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results conducted no more than 120 days prior to delivery of the blended BSM to the project site and certified to be representative. For projects installing more than 100 cubic yards of BSM, batch-specific tests of components and blended mix are required and locations of material batches shall be provided to the Engineer.

ADD: SECTION 213 - GEOSYNTHETICS

213-3 FILTER FABRIC (SOIL SEPARATION).

Contractor shall provide filter fabric for soil separation purposes around all drain rock to separate drain rock from all other materials, such as gravel or soils. Filter fabric shall be a needle-punched, heat-bonded, non-woven polypropylene, UV resistant, permeable geotextile fabric with a flow rate of 110 gpm. Puncture strength shall be ASTM D 4833: 95lbs. Grab Tensile strength shall be ASTM D 4632 160 lbs. Fabric shall be Mirafi160N, or approved equal, as approved by the Resident Engineer. Apply fabric to wrap all perforated drain lines and drainage sumps, as indicated on plans and details. See Section 300-10 for installation.

ADD: SECTION 218 - SITE FURNISHINGS

218-1 BENCH W/ BACK.

Benches shall be furnished and installed at locations shown on the Contract Drawings. Benches shall be made of recycled materials and manufactured in the USA. Benches shall be the following or an approved equal:

Model No.:	Q1PAS84B(S), Straight precast concrete bench with solid concrete back and QCAR side arm rests; or approved equal.
Color:	C1 'Natural' integral colored concrete
Finish:	T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
Sealer:	No manufacturer sealer applied
Concrete mix:	GEN2 80% recycled concrete

- Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'

Attachment: Surface-mounted – epoxy in place

No. of units: (2)

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

218-2 TRASH RECEPTACLE.

Trash receptacles shall be precast concrete units with metal top, TGIC powder-coat 'Blue' standard finish, and high-density 36-gallon plastic inner liner, 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.

Model No.: QSCAL2553SDW, Precast concrete square trash receptacle with concrete top and locking steel side door, or approved equal.

Color: C1 'Natural' integral colored concrete

Finish: T2 - Light Sand Blast

Sealer: No manufacturer sealer applied

Door: Standard Blue

No. of units: (4)

Concrete mix: GEN2 80% recycled concrete

Ant-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'

Attachment: Surface-mounted – epoxy in place

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

218-3 DRINKING FOUNTAIN.

218-3.1 General. Drinking Fountain: Haws Model 3300G, with sand trap (#6611), or an approved equal, is a “Hi-Lo”, barrier free, pedestal drinking fountain shall include an 11-gauge galvanized steel pedestal, polished stainless steel basins, push-button operated valves with front-accessible cartridge and flow adjustment, polished chrome-plated brass vandal resistant shielded bubbler head, 10-0% lead-free waterways polished chrome-plated vandal resistant waste strainers with top-down clean-out access, vandal resistance access plates, integral mounting feet, and 1-1/2" slip waste. Contractor shall field apply anti-graffiti coating per Section 210 'Paint and Protective Coatings'.

218-3.2 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.

218-3.3 Water Supply Line. Contractor shall provide and install an extension of the existing potable water supply line to new drinking fountain location. Contractor shall provide all supply line piping and fittings, drainage line piping and fittings, drain rock, soil separation fabric and other materials as listed on the drawing in locations indicated. Provide Type K copper piping and fittings from existing supply line to new drinking fountain. All work shall be installed in compliance with the local plumbing codes.

218-3.4 Drainage Sump. Contractor shall provide a drainage sump consisting of a perforated drain line wrapped in a filter fabric sock and surrounded with a crushed rock bed, graded away from the drinking fountain location within the turf area indicated on the plans. Soil coverage above the sump drain line shall vary depending on the length of run of the pipe, but minimally 6" in depth if traversing through the turf area.

218-4 BIKE RACK. Bike racks shall be manufactured steel tubing as specified, or equal, as approved by the Resident Engineer. Bike racks shall be located and furnished as shown on the Contract Drawings. Bike racks shall be installed in a cast-in-place concrete footing. Bike racks shall be:

Product: Model no: WLBR-9, 7' long wave style bike rack. Bike racks shall be single-piece, embedment-mount units, or approved equal.

Manufacturer: LA Steelcraft (800) 371-2438

Finish: Galvanized finish (No hot dip)

218-5 REMOVABLE BOLLARD.

Bollards shall be furnished and installed at locations shown on the Contract Drawings. Bollards shall be made of recycled materials and manufactured in the USA. Bollard sleeve shall be galvanized steel. Bollards shall be the following or an approved equal:

Model No.: QR-8B-R, removable with manufacturer-supplied sleeve
Color: C1 'Natural' integral colored concrete
Finish: T2-Light Sand Blast: all surfaces
Sealer: No manufacturer sealer applied
Concrete mix: GEN2 80% recycled concrete
Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
Attachment: Sleeve - embedment mounted
No. of units: (6)

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

218-6 SHADE STRUCTURE.

Shade structure shall be 'Sunbird' model, by Tensile Shade Products LLC, or approved equal. Structure shall be a freestanding rectangular fabric shade element supported by two 'T' structural posts. Posts shall be finished with manufacturer applied standard powder coating with color to be 'Black'. Polyethylene fabric shade element shall be the standard manufacturer 'Sage' color. Standard 10-year UV warranty shall be provided for shade fabric element. All connection and tensioning hardware shall be #316 stainless steel. Contractor shall provide all washers and nuts for each of the six base plates.

218-7 BARBECUE UNIT.

Barbecue unit shall be furnished and installed at locations shown on the Contract Drawings. Barbecue unit shall be made of recycled steel materials, and manufactured in the USA. Barbecue unit shall be the following or an approved equal:

Model No.: QC-BBQ1518; or approved equal.
 Color: C1 'Natural' integral colored concrete
 Finish: T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
 Sealer: No manufacturer sealer applied
 Concrete mix: GEN2 80% recycled concrete
 Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
 Attachment: Surface-mounted – epoxy in place
 No. of units: (1)

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

218-8 **PICNIC TABLE - ADA ACCESSIBLE.**

Picnic tables shall be furnished and installed at locations shown on the Contract Drawings. Picnic tables shall be made of recycled materials, and manufactured in the USA. Picnic tables shall be the following or an approved equal:

Model No.: QLBT102PTADA, Rectangular precast concrete table with benches and one cut out for Companion seating; or approved equal.
 Color: Gen2 C1 'Natural' integral colored concrete
 Finish: T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
 Sealer: No manufacturer sealer applied
 Concrete mix: GEN2 80% recycled concrete
 Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
 Attachment: Surface-mounted – epoxy in place
 No. of units: (1)
 Umbrella hole: None

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

218-9 **TREE GRATE.**

Tree grates, frames and hardware assembly shall be located and furnished as shown on the Contract Drawings. Tree grates shall be made of recycled materials, and manufactured in the USA. Tree grates shall be the following or an approved equal:

Product: Model No: 'Bond Street', 60" Diameter tree grate with 16-inch tree opening, 60dia FCS tree grate frame, ADA compliant, with two 2-1/2" diameter tree staking cut-outs (located 1'-6" clear from center of tree opening to each cut out, centered on frame), and one-piece steel tree-grate frame unit, or approved equivalent. Provide staking

hole cover-bolt to underside of tree grate (offset from hole to allow staking) with stainless steel bolt/nut.

Finish: Painted Black enamel finish, slip-resistant, meeting ADA requirements.

Hardware: Anti-pilfer hardware shall be finished to attach tree grate to frame.

Frames: Frames shall be for standard new construction and have pre-attached anchor tabs prior to delivery to site. Each frame shall be 'cast in place' with new concrete sidewalk as indicated on the drawings.

Manufacturer: IRONSMITH, INC., (800) 338-4766
41-701 Corporate Way, Unit 3
Palm Desert, CA 92260
No. of units: (3)

218-10 GAME TABLE - ACCESSIBLE.

Accessible game table shall be furnished and installed at locations shown on the Contract Drawings. Accessible game table shall be made of recycled materials, and manufactured in the USA. Accessible game table shall be the following or an approved equal:

Two-seat game tables shall be furnished and installed at locations shown on the Contract Drawings. Two-seat game tables shall be made of recycled materials, and manufactured in the USA. Two-seat game tables shall be the following:

Model No.: QS42FC3, Square precast concrete table with game board and three individual seats in one unit; or approved equal.
Color: C1 'Natural' integral colored concrete
Finish: T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
Sealer: No manufacturer sealer applied
Ant-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
Attachment: Surface-mounted, epoxy in place
Game board: Green / White

Manufacturer: Quick Crete Products Corp., Inc. (909) 737-6240
731 Parkridge Avenue
Norco, CA 92860
www.quickcrete.com

218-11 GAME TABLE.

Four-seat game tables shall be furnished and installed at locations shown on the Contract Drawings. Four-seat game tables shall be made of recycled materials, and manufactured in the USA. Four-seat game tables shall be the following:

Model No.: QS42FC, Square precast concrete table with game board and four seats in one unit; or approved equal.
Color: C1 'Natural' integral colored concrete

Finish: T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
 Sealer: No manufacturer sealer applied
 Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
 Attachment: Surface-mounted, epoxy in place
 No. of units: (3) Standard units; (1) ADA compliant - (3) seats only
 Game board: Black / White

 Manufacturer: Quick Crete Products Corp., Inc. (909) 737-6240
 731 Parkridge Avenue
 Norco, CA 92860
www.quickcrete.com

218-12 HOT COALS UNIT.

Hot coal unit shall be furnished and installed at locations shown on the Contract Drawings. Hot coals unit shall be made of recycled materials and manufactured in the USA. BBQ hot coal unit shall be the following:

Model No.: QPSHA2842, Square precast concrete hot coal unit; or approved equal.
 Color: C1 'Natural' integral colored concrete
 Finish: T2-Light Sand Blast: vertical surfaces; T1-smooth: horizontal surfaces;
 Sealer: No manufacturer sealer applied
 Anti-Graffiti: Field applied per Section 210 'Paint and Protective Coatings'
 Attachment: Surface-mounted, epoxy in place.
 No. of units: (1)

 Manufacturer: Quick Crete Products Corp., Inc. (909) 737-6240
 731 Parkridge Avenue
 Norco, CA 92860
www.quickcrete.com

ADD: SECTION 219 - PLAY AREA COMPONENTS

219-1 2-5 TOT LOT PLAY STRUCTURE.

219-1.1 2-5 Tot Lot Play Structure shall be model no. 56155-1-7-2 (2-5 Area), by Landscape Structures Inc. or an approved equal, Coast Recreation Inc. (714) 619-0100.

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 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: 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 .004" 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. Colors shall be provided as indicated on plans.

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 deck units shall be TenderTuff-coated in 'Brown' color 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. Colors shall be (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:

(PB) 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, colors as indicated on plans. 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 posts colors shall be as indicated on plans.

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

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.

Clamps colors shall be provided as indicated on plans.

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, color as indicated on plans. 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; Color shall be as indicated on plans. All caps shall be factory installed and secured in place with (3) self sealing rivets.

219-1.2 2-5 Play Structure Tot Lot Components. Play structure shall include the following components:

130798A - Double Swirl Poly Slide 48"Dk DB

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) mounting plate. 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).

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

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.

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

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

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" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

122033D - SpyroSlide 56"w/Hanger Bracket DB

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).

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

Deck Hanger Clamp Assembly: Cast aluminum. 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.

Barrier Plates: Fabricated from 1/4" x 1 1/2" (6,35 mm x 38,1 mm) zinc plated HR 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 HR 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.

Hanger Bracket: Formed from 11 GA (.120") (3,04 mm) HRPO low carbon sheet steel. Finish: TenderTuff, color specified.

148432A - Corkscrew Perm Handholds 48"Dk DB

Corkscrew: 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") (2,03 mm-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).

Handhold Panel: Solid color Permalene, color specified.

Offset Hanger Clamp Assembly: Cast aluminum. 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.

128252A - Loop Ladder 48"Dk DB

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).

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

Handhold Panel: Permalene, color specified.

Loop Ladder: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) black steel tubing. 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.

116249B - Vertical Ladder 48"Dk DB

Vertical Ladder: Weldment comprised of 1.125" ((28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tubing, 1.029" (26,14 mm) O.D. RS-20 (.070" - .080") (1,78 mm-2,03 mm) and 3/16" x 2" (4,75 mm x 51 mm) wide steel flat plates. Finish: TenderTuff, color specified.

Footer: Fabricated from 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-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).

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

Handhold Panel: 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.

114373A - Belt Bridge (42")

Mounting Angle: Weldment comprised of 2 1/2" (63,5 mm) wide x 2 1/2" (63,5 mm) high x 36 1/2" (927,1 mm) long formed 10 GA (.135") (3,43 mm) carbon steel with 3/8" x 1 1/8" (9,53 mm x 28,58 mm) stainless steel studs. Finish: TenderTuff, color specified.

Mounting Plate: Fabricated from 2" (51 mm) wide x 36 1/2" (927,1 mm) long 3/16" (4,75 mm) HR flat steel. 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).

Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, 36 3/4" (933,45 mm) wide x 41 7/8" (1063,63 mm) long, black in color.

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

Permalene Panel: Solid color panel measures 35 5/8" (904,88 mm) wide x 40 1/2" (1028,7 mm) high, color specified.

115243A - Chimes Panel Ground Level Under 48"Dk

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).

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

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

117146A - Gear Panel Ground Level Under 48"Dk

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).

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

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

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.

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.

115253A - Hole Panel

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).

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

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

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

173566A - Kaleidospin Panel Ground Level

Clamps: Cast aluminum. O.D.;

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).

Panels: Two color Permalene, color specified.

Kaleidoscope Panel Assembly: (Panels) Two color Permalene, color specified. (Tubes) Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) galvanized tubing and 7 GA. (.179") (4,55 mm) sheet HRPO steel. Finish: ProShield, color specified. (Mirror) Fabricated from 22 GA. (.030") (0,76 mm) stainless steel sheet.

173567A - Marble Panel above Deck

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).

Marble Panel Assy.: (Panels) Two color Permalene, color specified. (Poly Panel) Fabricated from .236" (5,99 mm) thick clear polycarbonate. (Marbles) 2" (51 mm) Diameter glass.

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.

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.

173564A - Optigear Panel above Deck

Clamps: Cast aluminum. O.D.;

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).

Optigear Panel Assy.: (Panels) Two color Permalene, color specified. (Poly Panel) .236" (5,99 mm) thick clear polycarbonate, 3/8" (9,53 mm) threaded rod and 3/16" (4,75 mm) SST plate.

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.

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.

119514A - Pilot Panel above Deck

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).

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

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.

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.

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. stainless steel shaft. Finish: ProShield, color specified.

177718A - Rain Sound Wheel Panel above Deck

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).

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

Panel: Permalene panel measures 35 5/8" (904,87 mm) wide x 41" (1041 mm), color specified.

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.

Rain Sound

Wheel Panel Assy.: Assembly comprised of (Permalene Panels), color specified. (Shaft) 1" (25 mm) diameter x 4 3/4" (120,65 mm) long stainless steel. (Inner & Outer Rings) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: ProShield, color specified. (Brackets) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: Zinc plate with clear chromate finish. (Spacer) 3/4" (19,05 mm) diameter x 2 1/8" (53,98 mm) long stainless steel. (Flange Oilite Bearing) 1.625" (41,28 mm) diameter x 1.000" (25 mm) long.

Hub: Fabricated from 1/4" (6,35 mm) thick HRPO sheet steel. 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.

123483A - Space Travel Panel above Deck

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).

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

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.

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.

115227A - Zoo Panel above Deck

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).

Panels: Permalene, color specified.

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

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.

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.

111362A - Talk Tube 40' Tubing Kit

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).

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.

111363A - Talk Tube at Grade Mounted

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

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).

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.

Talk Tube Cover: Solid color Permalene, Tan in color.

128980B - PlayOdyssey DB only Std 48"Dk

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 Bar: Fabricated from 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HR flat steel. Finish: ProShield, color specified.

Crossbrace: Weldment comprised of 5/16" (7,92 mm) HR steel tabs and formed 5/16" (7,92 mm) HR flat steel. Finish: ProShield, color specified.

Double Post: Weldment comprised of 5" (127 mm) O.D. x 11 GA (.120") (3,04 mm) galvanized steel tubing, 1.029" (26,13 mm) O.D. RS-20 (.070" - .080") (4,51 mm-2,03 mm) galvanized steel tubing, 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-2,28 mm) galvanized steel tubing and 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HR flat steel. Finish: ProShield, color specified.

Deck Support: Weldment comprised of 5" (127 mm) O.D. x 11 GA (.120") (3,04 mm) galvanized steel tubing, 5/16" (7,92 mm) HR flat steel and 1/4" x 2" (6,35 mm x 51 mm) HR flat steel. Finish: ProShield, color specified.

Gusset Panel: Solid color Permalene, color specified.

Large Infill Panel: Solid color Permalene, color specified.

Octagon 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 combined finished size measures 2 5/8" x 106 1/4" x 106 1/4" (66,68 mm x 2698,75 mm x 2698,75 mm). Finish: TenderTuff, color specified.

Small Infill Panel: Solid color Permalene, brown in color.

Post Cap: Cast aluminum. Finish: ProShield, color specified.

152911C - Curved Transfer Module Right 48"Dk DB

Clamps: Cast aluminum. O.D.;

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).

Panels: Permalene, color specified.

Railings: 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 3/8" (9,53 mm) threaded inserts. 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 Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.080" - .095") (2,03 mm-2,41 mm) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44,45 mm x 44,45 mm x 3,17 mm) HR angle. Finish: ProShield, color specified.

Step Sections/Top Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 3/8" (619,13 mm) wide x 14" (355,6 mm) deep and is perforated with 5/16" (7,92 mm) diameter holes. Finish: TenderTuff, color specified.

Deck Support: Weldment comprised of 3 1/2" (88,9 mm) O.D. RS-20 (.125") (3,17 mm) galvanized steel tubing and 3/8" (9,53 mm) O.D. x 5" (127 mm) long CRS rod. Finish: ProShield, color specified.

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 29" (737 mm) per (2) sides. Finish: TenderTuff, color specified.

121948A - Kick Plate 8" Rise

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

111229A - Square Deck Extension

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).

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

Square 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 measures 2 5/8" x 42" x 47" (66,68 mm x 1067 mm x 1194 mm). Finish: TenderTuff, color specified.

111228A - Square Tenderdeck

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).

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

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.

111406C - 154" Arch (40"-48"Dk) DB w/o Flange

Arch Posts: See PlayBooster (PB) General Specifications.

111404D - 124" Alum Post DB

Post: See PlayBooster (PB) General Specifications.

No Material Spec for

177330A - 5" Arch Swing Frame 8' Beam Height Only

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).

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

Swing Beam: Weldment comprised of tee clamps and 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) W. Finish: ProShield, color specified.

Arch Posts: See PlayBooster (PB) General Specifications.

177331A - 5" Arch Swing Frame Additional Bay 8' Beam Height Only

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).

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

Swing Beam: Weldment comprised of tee clamps and 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) W. Finish: ProShield, color specified.

Arch Posts: See PlayBooster (PB) General Specifications.

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

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).

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.

176038A - Full Bucket Seat ProGuard Chains for 8' Beam Height

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).

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 a 60 durometer black neoprene grip placed over handles. 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.

182503A - Welcome Sign (LSI Provided) Ages 2-5 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: ProShield®, gray in color. (Sign) Digital image is transferred 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.

160358A - Evos Add Big Arch 4 DB Only

Evos General Specifications 5" (127 mm) Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum and having the following mechanical properties: • Ultimate Tensile: 35,000 PSI (241316,57 kilopascals) • Yield Strength: 18,000 PSI (124105,66 kilopascals) • Elongation: 8%

in 2 inches(51 mm) 5" (127 mm) Arches: All steel arches are ProShield finished and manufactured from 5" (127 mm) O.D. galvanized tubing with a wall thickness of .120" (3,04 mm). Steel Arch Mechanical Properties: • Yield Strength (min): 50,000 PSI (344737,95 kilopascals) • Tensile Strength (min): 55,000 PSI (379211,75 kilopascals) • % Elongation in 2 inches (51 mm): 25 • Modulus of Elasticity: 29.5 x 1,000,000 PSI (6894759,09 kilopascals) Cable: Comprised of six-stranded and tempered cable with a polypropylene core. The galvanized steel wire cores of the six strands are inductively fused to polyamide coating, black in color.

No Material Spec for 156439A

Warranty

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.

- 219-1.3 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 5-12 Tot Lot Play Structure** shall be model no. 56155-1-7-1 (5-12 Area), by Landscape Structures Inc. or an approved equal, Coast Recreation Inc. (714) 619-0100. 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 as indicated on 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: 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 .004" 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; color as indicated on plans. 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; color as indicated on plans.

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.

219-2.2 5-12 Play Structure Components. Play structure shall include the following components (Partial List):

144414A - Cloudburst Triple Slide 72"Dk DB

Clamps: Cast aluminum.

Finish: ProShield, 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" x 3" (6,35 mm x 76 mm) mounting plate. 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).

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) mounting plate. Finish: ProShield, color specified.

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.

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

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

130798A - Double Swirl Poly Slide 48"Dk DB

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) mounting plate. 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).

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

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.

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

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

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" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

123333B - Rollerslide 56"Dk DB

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).

Offset Hanger Clamp Assembly: Cast 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.

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.

152907B - Deck Link w/Barriers 2 Steps

Clamps: Cast aluminum. 

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 conforming 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.

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).

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) HR flat steel. Finish: ProShield, color specified.

122916A - Double Wave Climber Equal Decks 48"Dk DB

Support: Formed from 1.660" (42,16 mm) O.D. RS-40 (.111" - .121") (2,82 mm-3,07 mm) galvanized steel tubing. Finish: ProShield, color specified.

Climber: Weldment comprised of 1.660" (42,16 mm) O.D. RS-40 (.111" - .121") (2,82 mm-3,07 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-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).

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

Handhold Panel: 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.

176080A - Logo Climber 56"Dk DB

Clamps: Cast aluminum. x0D;

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).

Logo Climber: Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tube, 1.029" (26,13 mm) O.D. RS20 (.070"-.080") (1,78 mm-2,03 mm) wall galvanized steel tube, and 1/4" (6,35 mm) HRPO steel sheet. 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.

116247A - Vertical Ladder - Panel 24"

HandholdPanel/Vertical Ladder: Solid color Permalene, 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).

Offset Hanger Clamp Assembly: Cast aluminum. 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.

116247B - Vertical Ladder - Panel 32"

HandholdPanel/Vertical Ladder: Solid color Permalene, 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).

Offset Hanger Clamp Assembly: Cast aluminum. 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.

111353A - Track Ride

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).

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.

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

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

136156B - Spring across 32"Dk DB

CoolTopper Post: Weldment comprised of 5" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) galvanized steel tubing and 1/4" (6,35 mm) steel plate. Finish: ProShield, color specified.

Center Beam: Weldment comprised of formed 1/4" (6,35 mm) HRPO flat steel, flange formed 11 GA. (.120") (3,04 mm) sheet steel, 1/2" (12,7 mm)-13 stainless steel threaded studs and 2 1/8" (53,98 mm) O.D. x 1" (25 mm) long stainless steel collars. Finish: TenderTuff, color specified.

End Beam: Weldment comprised of formed 1/4" (6,35 mm) HRPO flat steel, flange formed 11 GA. (.120") (3,04 mm) sheet steel, 1/2" (12,7 mm)-13 stainless steel threaded studs. 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).

Handloop: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,05 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal thread. Finish: TenderTuff, color specified.

Handrail: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (.090" - .100") (2,28 mm-2,54 mm) galvanized steel tubing beam, 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-2,28 mm) and 1/4" x 1 3/4" (6,35 mm x 44,45 mm) steel half clamps. Finish: ProShield, color specified.

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

Deck Bracket: Weldment comprised of formed 1/4" (6,35 mm) HRPO flat steel. Finish: TenderTuff, brown in color.

Spring Assembly: Fabricated from 5 5/8" (142,88 mm) diameter 13/16" (20,62 mm) tempered alloy steel coil with cast wedges placed in each end of spring. Finish: ProShield, brown in color.

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.

Bearings: Made from oil impregnated bronze.

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).

135731A - Chimes Reach Panel Ground Level

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

Angle: Fabricated from formed 11 GA (.120") (3,04 mm) HRPO sheet steel. Finish: ProShield, color specified.

Front & Back Panels: Two color panels measure 23 1/4" (590,55 mm) wide x 16 1/4" (412,75 mm) high, color specified.

Panel: Solid color panel measures 34" (864 mm) wide x 18" (457 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).

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

173563A - Fun Mirror Panel Ground Level

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).

Fun Mirror Panel Assy.: (Panels) Two color Permalene, color specified. (Brackets) Fabricated from 11 GA. sheet HRPO steel. Finish: ProShield, color specified. (Curved Mirror) Fabricated from 16 GA. (.060") (1,52 mm) stainless steel sheet.

115253A - Hole Panel

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).

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

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

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

No Material Spec for 173567B

117957A - Periscope Panel Above Deck

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).

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

Mounting Plate: Fabricated from formed 11 GA (.120") (3,04 mm) HRS. Finish: ProShield, red in color.

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.

Periscope Assembly: Fabricated from an octagon 14 GA (.075") (1,91 mm) steel tube ProShield red with (2) 18 GA (.048") (1,22 mm) 304 stainless steel bright annealed (reflective finishes). Periscope rotates vertically and horizontally. Permalene: Hand-grip and lense covers are black in color.

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

115225A - Puppet Panel above Deck

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).

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

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

115226A - Puppet Panel w/Window above Deck

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).

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

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.

Nylon Spacer: 3/8" (9,53 mm) I.D. nylon washer.

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

Window: .177" (4,50 mm) thick clear polycarbonate.

176638A - Ship Wheel Panel above Deck Custom

Ship Wheel: Solid color Permalene panel, color specified.

Ship Wheel Cap: Weldment comprised of 1/4" (6,35 mm) HRPO steel plate and 10 GA. (.135") (3,43 mm) HRPO steel sheet. Finish: ProShield, color specified.

Ship Wheel Fab: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA. (.120") (3,04 mm) wall steel tube, 2" (51 mm) O.D. 304 stainless steel shaft, 3/16" (4,75 mm) HRPO steel plate and 1 1/2" (38,1 mm) O.D. bronze bearing. Finish: ProShield, color specified.

Wheel Flange: Fabricated from 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, color specified.

Ship Wheel Shaft: Weldment comprised of 1/4" (6,35 mm) HRPO steel plate and 1 1/4" (31,75 mm) O.D. 304 stainless steel shaft. Finish: ProShield, color specified.

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, brown in color.

120902A - Handhold Leg Lift

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.

Hand Hold: 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) steel half clamps. Finish: TenderTuff, brown in color.

118089A - Loop 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).

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

Loop Seat: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing and formed 1/4" x 1 3/4" (6,35 mm x 44,45 mm) stainless steel clamps. Finish: TenderTuff, color specified.

111256A - Arch Roof

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).

Roof: Weldment comprised of 16 GA (.060") (1,52 mm) CRS sheet and 1 1/8" (28,58 mm) O.D. steel tube edging. Finish: ProShield, color specified.

122197A - 90° Triangular Tenderdeck

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).

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

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.

152911C - Curved Transfer Module Right 48"Dk DB

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).

Panels: Permalene, color specified.

Railings: 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 3/8" (9,53 mm) threaded inserts. 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 Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.080" - .095") (2,03 mm-2,41 mm) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44,45 mm x 44,45 mm x 3,17 mm) HR angle. Finish: ProShield, color specified.

Step Sections/Top Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 3/8" (619,13 mm) wide x 14" (355,6 mm) deep and is perforated with 5/16" (7,92 mm) diameter holes. Finish: TenderTuff, color specified.

Deck Support: Weldment comprised of 3 1/2" (88,9 mm) O.D. RS-20 (.125") (3,17 mm) galvanized steel tubing and 3/8" (9,53 mm) O.D. x 5" (127 mm) long CRS rod. Finish: ProShield, color specified.

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 29" (737 mm) per (2) sides. Finish: TenderTuff, color specified.

121948A - Kick Plate 8"Rise

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

111229A - Square Deck Extension

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).

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

Square 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 measures 2 5/8" x 42" x 47" (66,68 mm x 1067 mm x 1194 mm). Finish: TenderTuff, color specified.

111228A - Square Tenderdeck

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).

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

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

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).

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

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

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).

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

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.

121949A - Tri-Deck Kick Plate 8" Rise

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

111406C - 154" Arch (40"-48"Dk) DB w/1 Flange

Arch Posts: See PlayBooster (PB) General Specifications.

122718H - 50" Alum Round Flush Post DB

Flush Mount Cap: Weldment comprised of 4.675" (118,75 mm) O.D. x 4" (102 mm) long aluminum sleeve and 3/16" (4,75 mm) thick x 5.250" (133,35 mm) round top cap. Finish: Tendertuff, color specified.

Post: See PlayBooster (PB) General Specifications.

111405H - 50" Alum Square Flush Post DB

Flush Mount Cap: Weldment comprised of 4.675" (118,75 mm) O.D. x 4" (102 mm) long aluminum sleeve and 3/16" (4,75 mm) thick x 4.875" (123,83 mm) top cap. Finish: Tendertuff, color specified.

Post: See PlayBooster (PB) General Specifications.

111406B - 170" Arch (56"-64"Dk) DB w/1 Flange

Arch Posts: See PlayBooster (PB) General Specifications.

111404I - 84" Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404H - 92" Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404F - 108" 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.

111404A - 148" Alum Post DB

Post: See PlayBooster (PB) General Specifications.

No Material Spec for 111404K

111404Z - 182" Steel Post DB

Post: See PlayBooster (PB) General Specifications.

No Material Spec for 124216

No Material Spec for 124219

No Material Spec for 124217

No Material Spec for 124218

155077A - Stand-Up Spinner DB Only

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).

Rubber Gasket: Made from 50 durometer neoprene.

Standing Post Assy:(Spinner Post) Weldment comprised of 2.875" (73,03 mm) O.D. RS40 (.160"-.170") (4,06 mm-4,32 mm) wall galvanized steel tubing, 1.125" (28,58 mm) O.D. steel shaft, 12 Ga. (.105") (2,66 mm) HR flat steel and 1141 or 1144 steel collar. Finish: ProShield, color specified. (Sleeve/Plate) Weldment comprised of 1/4" (6,35 mm) sheet HRPO steel and 2.875" (73,03 mm) O.D. schedule 80 steel tubing. Finish: ProShield, color specified.

Spinner Post: Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) galvanized steel tubing, 1.029" (26,13 mm) O.D. RS20 (.070"-.080") (1,78 mm-2,01 mm) galvanized steel tubing, 7 GA. (.179") (4,55 mm) HRPO flat steel, and 7 GA (.179") (4,55 mm) HR flat steel. Finish: TenderTuff, color specified.

100041A - Curved Balance Beam DB

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).

Balance Beam: Weldment comprised of 1 1/2" (38,1 mm) x 3" (76 mm) x 11 GA (.120") (3,04 mm) rectangular steel tubing. Finish: TenderTuff, color as indicated on plans.

Support Leg: Weldment comprised of 2 3/8" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) galvanized steel tubing and 3/8" x 4" (60,33 mm x 102 mm) mounting plate. Finish: ProShield, color as indicated on plans.

No Material Spec for 182503C

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.

5-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.

219-2.3 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 RESILIENT RUBBER 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.

219-3.1 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.

219-3.2 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.

219-3.3 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.

219-3.4 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.

219-3.5 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.

219-3.6 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.

219-3.7 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) A certificate of Insurance shall be provided by Robertson Industries, Inc. for poured in place surfacing for use as playground safety surfacing, covering both general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/ umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.
- h) Upon request, 2 inch X 3 inch (60mm x 80 mm) samples of the proposed material for this project.
- i) IPEMA certification mandatory.
- j) Third party test results of tensile strength equal to or greater than 170psi and elongation yield equal to or greater than 180%.

219-3.8 Delivery, Storage and Handling. Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

219-3.9 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.

219-3.10 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 per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product.

219-3.11 Materials.

219-3.11.1 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) oam 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.

219-3.11.2 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.

219-3.11.3 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/l) and no more than 9.5 lbs/gal (1.14 Kg/l)
- 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.

219-3.12 COLOR.

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

SECTION 300 – EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. ADD the following:

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

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

- a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of legally at a site obtained by the Contractor.

- b) Removal and disposal of pipe, steel posts, and any additional items not specifically mentioned which may be found within the work limits.
- c) Furnishing and applying water.
- d) Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pull boxes, posts.
- e) The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.
- f) Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

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

300-1.2 Preservation of Property. ADD the following:

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

300-1.3 Removal and Disposal of Materials.

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

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

edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

ADD the following:

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

**ADD:
300-1.3.3**

Execution.

- (a) Paving: Remove asphaltic concrete paving to depths as indicated on the plans or as required to allow for new improvements.
- (b) Filling: Fill holes and other hazardous openings in accordance with Section 300 Earthwork.
- (c) Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the Resident Engineer of the Contractor's demolition and removal procedures, and authorization by the Resident Engineer to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
- (d) Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- (e) Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.
- (f) Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.
- (g) Regulations: Comply with federal, state and local hauling and disposal regulations.
- (h) Hazardous Materials - refer to Section 803 of the Whitebook for procedures when hazardous materials are encountered during excavation.

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

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

300-2 **UNCLASSIFIED EXCAVATION.**

300-2.1 **General.** ADD the following:

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

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

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

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

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

SECTION 302 – ROADWAY SURFACING

302-3 **PREPARATORY REPAIR WORK.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

302-3 **PREPARATORY REPAIR WORK.**

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.

3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2" for Residential streets, and a minimum depth of 3" for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2" for residential streets, and a minimum of 3" for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to 95% relative compaction to a depth 10" below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' x 4' and shall be subject to the following conditions:
 - a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
 - b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 200-2.2, "Crushed Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."

- c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
- d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

302-3.1 Asphalt Patching.

- 1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than ½" per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
- 2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
- 3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
- 4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
- 5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
- 6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 302-5.4, "Tack Coat".
- 7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
- 8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.
- 9. Base repairs shall not exceed 20% RAP in content.

302-3.2 Payment.

- 1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements

completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.

2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

302-5.2.1 Measurement and Payment. To the City Supplement, item c), ADD the following:
Imported Subgrade material shall be paid per bid item "Imported Backfill".

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

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

303-5.1.1 General. ADD the following:

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

TYPE A ADA RAMP

Payment for Type A ADA ramps shall be included in the total lump sum project price and shall include all items of work necessary to construct the ramp, including but not limited to grading, forming, installing, finishing, repairing asphalt and concrete paving, etc. complete and in place. No additional compensation for this work will be allowed.

TYPE C1 ADA RAMP

Payment for Type C1 ADA ramps shall be included in the total lump sum project price and shall include all items of work necessary to construct the ramp, including but not limited to grading, forming, installing, finishing, repairing asphalt and concrete paving, etc. complete and in place. No additional compensation for this work will be allowed.

4" CONCRETE SUB-SLAB IN PLAY AREAS

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, 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.

DEEPENED CONCRETE PAVING EDGE FOR PLAY AREA

Payment for Deepened Concrete Curb for Play Area 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 Deepened Concrete Paving Edge for Play Area, including but not limited to: grading, base material, all jointing, deepened edges, finishing, forming, etc. No additional compensation for this work will be allowed.

CAST IN PLACE SEAT WALL

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

Payment for Cast in Place Seat Wall 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 Cast in Place Seat Wall, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

CONCRETE PAVING

Concrete Paving: Place, float, apply light broom finish, and edge concrete within the area of pour. Install hand-tooled joints at locations indicated on the plans. Install expansion joints as indicated on the drawings. Grid tooling finish shall match approved paving sample finish submitted for approval by City Engineer a minimum of 48 hours prior to pour. Concrete Paving shall be constructed as indicated on the Contract Drawings and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 560-C-3250.

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

6" PCC CURB AND GUTTER

Curb and Gutter shall match existing gutter flow line and constructed as indicated and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 520-C-2500 on native compacted material.

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.

8" MOW CURB

8" Curb shall be constructed as indicated on the plans and Section 303-5 of the Greenbook and Whitebook. Concrete shall be 520-C-2500 on native compacted material.

Payment for 8" Mow 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" Mow Curb, including but not limited to: grading, base material, finishing, forming, etc. No additional compensation for this work will be allowed.

303-5.5 Finishing.

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

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

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, B-1 curbs, flush curbing, mow curbs, swales, pedestrian ramps and ADA access ramps 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. The payment shall be segregated to conform with the bid items indicated on the bid schedule and may include the following:

- a. Concrete Curb
- b. Standard Concrete Sidewalk Paving
- c. Pedestrian Ramps (Types A and C1)
- d. Concrete Paving
- e. Accessible ADA Ramps & landings
- e. Deepened Concrete Edge for Play Area
- f. Play Area Sub-slab paving – standard concrete
- g. Curb and Gutter

303-7 COLORED CONCRETE BARRIER WALLS.

303-7.1 General. First sentence, DELETE Method A. ADD the following:

Provide a minimum 1'x2' sample panel, on-site, of each of the color and finish to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect a minimum of one week prior to construction of the colored concrete barrier wall work. The approved samples shall remain on-site and shall serve as a basis of comparison for the colored concrete barrier wall work.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

ADD:

304-5 DECORATIVE METAL FENCING INSTALLATION.

- 304-5.1 General.** Decorative Metal Fencing shall be spaced according to plans. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footings per plans. Sloping grade shall be accommodated by stepping the fence panel installation at locations indicated on the plans to result in a flat top rail from corner post to corner post of the entire fence installation. Use string lines and levels as needed to maintain uniform flat top to achieve this result. Fence installations that exhibit an “up and down” top rail line alignment will not be accepted.

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray.

304-5.2

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

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

306-1

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

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

306-1.6

Basis of Payment for Open Trench Installations. ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-1.8.3

Polyurethane Lining. To the City Supplement, item 5, DELETE in its entirety.

306-20.8 **Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. The Contractor shall use only HDPE. The Contractor shall furnish and install a structurally sound, leak-proof, fusible high density polyethylene pipe, for all piping identified for installation by horizontal directional drilling. The Contractor shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, and residual forces and final in place loading. The selected material shall have an inside diameter no less than stated on the drawings. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

306-22 **PIPE FUSION.** DELETE in its entirety.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2.3.1 **General.**

ADD:

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

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

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

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

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

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

area. All weedy species should be cleared approximately two weeks following herbicide application.

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

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

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

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

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

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

Paragraph 2, REVISE to read as follows:

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

ADD the following:

Once rough grading has been accomplished, a minimum of (4) four soil samples from different representative areas of site shall be taken from areas approved by the Resident Engineer / Landscape Architect and a soil analysis performed to determine nutrient and mineral content, compositional characteristics, permeability, and existence of possible toxic elements. Soil test shall be conducted by a reputable agricultural soils laboratory approved by Landscape Architect. Analysis shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received by Landscape Architect thirty (30) days prior to amending or soil and ordering amendments.

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

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

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

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

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

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

Amendments shall be thoroughly tilled and blended into the existing soil to a depth of six (6) inches by approved methods.

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

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

- 2) In addition, after amending soil as described above, all lawn and shrub planting areas shall be sprayed with "Sarvon" at the rate of 6 gallons/acre (or 1 qt./2,000 sq. ft.) immediately prior to leaching.
- 3) Hydroseeded Area: Apply michorizal inoculum to all hydroseeded areas per manufacturer's directions. Amendments are not required for Hydroseeded Area except as specified in the hydroseed components.

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.

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

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

ADD the following:

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

ADD:

308-2.5

Bioretention Soil Media. Bioretention Soil Media shall be thorough mixed prior to delivery using mechanical mixing. BSM shall be lightly tamped by hand and placed in loose lifts no greater than 6" to ensure proper compaction. Compaction within the BSM area will not exceed 75% standard proctor within the designed depth of the BSM.

Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities.

308-4

PLANTING.

308-4.1

General. ADD the following:

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

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

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

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

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

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

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

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

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

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

After approval and transportation, and upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with the Project Special Technical Provisions, Section 212-1.4.1.

308-4.2 Protection and Storage. ADD the following:

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

ADD:

308-4.2.1 Existing Tree, Shrub and Ground Cover Protection. The work is to be performed in areas of existing planting and irrigation. The Contractor shall take precautions to minimize the disturbance to adjacent planted areas and is required to replace in kind any irrigation or planting disturbed by the work.

Identify and protect from damage all individual plants and areas of planting to remain by appropriate means. The Contractor shall provide equivalent size replacement plants in the event that the death or decline of existing plants to remain is attributable to the Contractor's negligence or lack of protection as determined by the Resident Engineer.

No storage of construction equipment or construction materials, nor stockpiling of soil or debris shall be placed within 1'-0" from the trunk for every 1" caliper of any existing tree.

All plants to remain on-site shall be watered and irrigated as necessary during the entire construction contract to provide for the health of the plant. Any plants required to be removed, boxed and set aside for future installation shall be watered, and maintained by the Contractor in a healthy condition until replanted or until the end of the maintenance period.

The pruning and trimming of the limbs and roots of plant materials to remain within the project scope shall be done by tradesmen experienced in this type of work. The removal of any limbs, branches, and roots shall be done only after conferring with the Resident Engineer.

ADD:

308-4.2.2 Excavation Adjacent to Existing Trees, Shrubs, and Ground Cover to Remain.

Trenching within the drip line of trees and shrubs shall be avoided. It is the intent of the plans that the Contractor provide an alternate routing of trenching to avoid cutting through roots of existing trees.

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, the tree shall be pruned prior to excavation to reduce the foliage volume by the same percentage as the approximate percentage of roots removed. Pruning of trees on private property shall not be done without written permission of the property owner.

Excavation within the drip line of the tree 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 and Landscape Advisor. The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled.

308-4.6 Plant Staking and Guying.

308-4.6.1 Method A Tree Staking (Single Stake). DELETE in its entirety and SUBSTITUTE with the following:

The tree shall be staked with the type and length of stake specified on the plans or in these Special Provisions. The stake shall be placed at the windward side of the tree and positioned adjacent to the root ball. The stake shall be vertical and driven 300 mm (12 inches) into undisturbed soil. The trunk shall be secured to the stake with one tie just below the head of the tree. The tie shall be the approved tree tie. tie. The loop shall be 25 mm (1 inch) greater in diameter than the trunk. The tie shall be attached to the pipe through a hole drilled at the tie location described above.

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

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

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

308-4.6.3 Guying. DELETE in its entirety and SUBSTITUTE with the following:

All boxed trees over 36" box shall be guyed. Guying shall be done immediately after planting. Three guys per plant shall be installed in accordance with the following:

- 1) Each guy shall be secured to the appropriate main branch by a twisted loop of No. 12 BWG galvanized iron wire housed in garden hose.
- 2) Each guy shall be anchored to a driven stake located at a horizontal distance from the tree equal to the vertical distance from ground to the connection of guy wire on the tree branch.
- 3) Each guy shall be covered with highly visible garden hose or plastic tubing to a height of 1.8 m (6 feet) above grade.
- 4) Slack in each guy shall be removed by hand so as not to bend or twist the plant.

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.

308-4.8 Lawn Planting.

308-4.8.3 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.

ADD:

308-4.8.4

Measurement and Payment. Lawn Sod shall be measured by the square foot. Payment for Lawn Sod shall be included in the lump sum project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in installing lawn sod, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the Resident Engineer.

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.

ADD:

308-4.10

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

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

308-5

IRRIGATION SYSTEM INSTALLATION.

308-5.1

General. ADD the following:

Contractor shall provide a temporary water supply from an approved source to irrigate existing plants until the permanent water source is operable. Contractor shall submit shop drawings and description of the temporary water supply to the water authority and City for approval. The temporary water supply shall be of adequate pressure and gallonage to operate the existing irrigation system and other required irrigation equipment at its designed capacity.

Contractor shall furnish any and all temporary electric power required to operate irrigation controllers during construction period or until permanent electrical power has been furnished.

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 ADD the following:

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

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

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

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

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

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

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

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

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

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

Last paragraph, ADD the following:

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

308-5.4 Sprinkler Head Installation and Adjustment.

308-5.4.1 General. ADD the following:

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

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

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

Third paragraph, ADD the following:

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

Seventh paragraph, ADD the following:

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

Eighth paragraph, ADD the following:

Control wiring or hydraulic control tubing shall be housed in conduit between the controller and a point at least one foot outside the limits of the controller foundation, or the structure foundation and where the controller is housed. All other wiring and hydraulic control tubing issuing from the conduit shall be direct burial installed in main or lateral water line trenches wherever practicable. The wiring or tubing shall

be installed in the lower corner of the irrigation pipeline trench. Sufficient slack shall be left in the wiring or tubing to provide for expansion and contraction. When the control wiring or tubing cannot be installed in a pipe trench, it shall be installed a minimum of 18 inches below finish grade.

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

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

308-5.6.2 Pipeline Pressure Test. ADD the following:

Mains larger than 2 inches, asbestos cement mains and mains employing socket and spigot gasket joints shall be tested in accordance with section 306-1.4. If leaks

develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by Resident Engineer prior to backfilling trenches.

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

ADD:

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

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

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

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

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

ADD:

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

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 no additional payment will be allowed.

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

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

308-7 PAYMENT. ADD the following:

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

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

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

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

ADD: SECTION 313 - STREET SIGNAGE

313-1 SIGNS.

Install signs in conformance with the City of San Diego standards for signs. California Park Bond Act Sign shall be provided by the City for installation by Contractor on two 2" diameter galvanized steel posts with min. 2 cubic foot concrete footings. Signs shall be upright, stable, and shall be thoroughly cleaned after installation.

ADD:

SECTION 315 - SITE FURNISHINGS INSTALLATION

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; the following specifications 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 BENCH.

315-2.1 Installation. Benches shall be located where shown on the plans. Install benches 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 pavings with epoxy.

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 '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.

315-3 TRASH RECEPTACLE INSTALLATION.

315-3.1 Installation. Trash receptacles shall be located where shown on the plans. Install trash receptacles in accordance with manufacturer's instructions and recommendations. Install trash receptacles accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings. Trash receptacles shall be affixed to the concrete pavings with epoxy.

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 trash receptacles from damage throughout construction work.

315-3.2 Measurement and Payment.

Payment for 'trash receptacles' shall be included in the lump sum project cost shall include full compensation for furnishing all stainless steel fasteners, expansion shields, adhesive, labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

315-4 DRINKING FOUNTAIN INSTALLATION.

315-4.1 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 all drinking fountains 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 at existing restroom 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.

315-4.2 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.

315-5 BIKE RACK.

315-5.1 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.

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.

315-5.2 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.

315-6 REMOVABLE BOLLARDS.

315-6.1 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.

315-6.2 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.

315-7 SHADE STRUCTURE INSTALLATION.

Provide and install shade structure as shown on the drawings, and as specified in this section. Installation shall be complete and inclusive of all materials, labor and other items required to assemble and attach the structure to the concrete footings.

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.

Submit shop drawings of footing detail to Resident Engineer for approval.

Deliver, store, and handle all materials to prevent damage and deterioration. When unloading, pad the posts and use other precautions to protect the powder-coated finish. Do not use chains to move materials. Handle all materials carefully in the field to avoid scratching the powder coat finish. Before installing the roof, clean the steel and touch up any scratches and chips in the powder-coat finish using touch up paint from the manufacturer.

Do not install shade structure before completion of final grading.

The shelter shall be set on prepared footings. Install footings in sizes or depths as necessary to comply with the manufacturer's recommendations. Footing details shall be provided by the manufacturer specific to the type of structure, based on load information as provided on the manufacturer's supplied drawings. Foundation shall be constructed to all local building code requirements and per good construction practices for the specific site conditions.

Examine subgrades, finished surfaces, and installation conditions. Verify the concrete footings are placed correctly and in exact locations per manufacturer's instructions. Assure footings are installed at the correct heights and coincide with overall site grading. Assure that footings are cured and ready to accept the structure. Do not start fabric shade cloth installation work until unsatisfactory conditions are corrected.

Locate and layout shade structure as shown on the plan and obtain Resident Engineer's acceptance of layout prior to installation.

Install shade structure per manufacturer's specifications and/or recommendations and comply with all local building codes. Installation shall be secure and stable. Shade structure shall be set in place as indicated on the plans and as approved by the Engineer. Anchor the structure to the footings with hardware recommended by the manufacturer to securely hold in place and resist winds.

Anchor bolts shall be installed for proper column stability and shall have a minimum number of anchor bolts per column as pre-determined by the manufacturer.

Upon completion of post installation, install fabric shade cloth material to posts as recommended by the manufacturer.

A walkthrough with the Resident Engineer shall be performed to review the installation and completion. Contractor shall repair or correct any deficiencies as directed by the Resident Engineer.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from work.

Protect shade structure from damage during construction.

315-7.1

Payment. Shade structure shall be measured for payment by the unit. Payment for shade structure installation shall be included in the 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 shade structure, complete in place, as shown on the Plans and as specified in these Special Provisions.

315-8

BARBEQUE UNIT INSTALLATION.

Barbeque units shall be furnished and installed at locations shown on the Contract Drawings. Barbeque units shall be made of recycled materials, and manufactured in the USA. Barbeque units shall be located where shown on the plans. Install barbeque units in accordance with manufacturer's instructions and recommendations. Install barbeque units accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete barbeque units shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing barbeque unit on top of epoxy.

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.

315-8.1

Measurement and Payment. The contract unit price per 'barbeque unit' shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each specified type and no additional compensation will be made therefore. Payment for barbeque unit shall be included in the lump sum project cost.

315-9 PICNIC TABLE INSTALLATION.

Picnic tables shall be furnished and installed at locations shown on the Contract Drawings. Picnic tables shall be made of recycled materials, and manufactured in the USA. Picnic tables shall be located where shown on the plans. Install precast concrete picnic tables in accordance with manufacturer's instructions and recommendations. Install precast concrete picnic tables accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete picnic tables shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing picnic table on top of epoxy.

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.

315-9.1 Measurement and Payment. The contract unit price per 'picnic table' shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each and no additional compensation will be made therefore. Payment for picnic table shall be included in the lump sum project cost.

315-10 TREE GRATE INSTALLATION.

Tree grates setting drawings, diagrams, templates, instructions, and directions for installation of anchorage, such as concrete inserts, frame anchor tabs or bolts and items having integral anchors, which are to be embedded in concrete or masonry construction. Coordinate delivery of such items to project site.

Tree grates shall be located where shown on the plans. Install tree grates in accordance with manufacturer's instructions and recommendations. Install furnishings plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

Install tree grate frames integral with adjacent concrete and coordinate installation with installers of adjacent materials.

Component parts of the tree grate assembly shall fit together plumb and secure in a manner satisfactory to the Engineer, with the grates firmly secured to the steel frame to eliminate loose "rocking" of the grate or protruding edges.

Each section of the tree grates shall be securely bolted down to the frame using pilfer-proof stainless steel bolts through holes provided by the manufacturer. All portions of grates shall be flush. Vertical displacement exceeding ¼" shall not be acceptable.

Each grate shall be tested to eliminate all displacement or other movement of the grate.

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 tree grates and frames from damage throughout construction.

- 315-10.1 Measurement and Payment.** The contract unit price per 'Tree Grate' 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. Payment for tree grate shall be included in the lump sum project cost.

315-11 GAME TABLE - ACCESSIBLE INSTALLATION.

Accessible game tables shall be furnished and installed at locations shown on the Contract Drawings. Game tables shall be made of recycled materials, and manufactured in the USA. Accessible game tables shall be located where shown on the plans. Install precast concrete game tables in accordance with manufacturer's instructions and recommendations. Install accessible game tables accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete tables shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing game table on top of epoxy.

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.

- 315-11.1 Measurement and Payment.** The contract unit price per 'accessible game table' shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each specified type and no additional compensation will be made therefore. Payment for accessible game table shall be included in the lump sum project cost.

315-12 GAME TABLE INSTALLATION.

Game tables shall be furnished and installed at locations shown on the Contract Drawings. Game tables shall be made of recycled materials, and manufactured in the USA. Game tables shall be located where shown on the plans. Install precast concrete game tables in accordance with manufacturer's instructions and recommendations. Install precast concrete tables accurately and in the correct orientation and relationship with other improvements shown on the drawings. Precast concrete tables shall be surface mounted with epoxy placed on paving surface in marked out locations prior to placing game table on top of epoxy.

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.

- 315-12.1 Measurement and Payment.** The contract unit price per 'precast concrete game table' shall include full compensation for furnishing all labor, material, equipment, tools and incidentals required to complete the work for each specified type and no additional compensation will be made therefore. Payment for precast concrete game table shall be included in the lump sum project cost.

ADD:

SECTION 316 - PLAY AREA IMPROVEMENTS INSTALLATION

316-1

2-5, 5-12, AND SWING STRUCTURES 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, 5-12 year old play structure, and swing set structures, 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 architectural or 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 architectural, site or equipment plans while meeting accessibility and use zones requirements.

316-2.1.2 Sub Base. Tolerance of concrete or bituminous sub base shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate sub base shall be within 3/8 inch (10mm) in 10 ft (3050 mm). Verify that aggregate sub base has been fully compacted in 2" watered lifts to 95 percent or greater.

316-2.1.3 Curing of Asphalt and 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.

Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of our installation crews.

316-2.1.4 Drainage. Verify that sub-surfacing drainage, if required, 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 either high 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.
- 316-2.2.5 Retaining Edge.** When installing over new or existing asphalt, a curb or other type of border must be installed around the entire pad. Primer adhesive must be applied to the inside vertical edge of the border before PIP surface installation.
- 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 317 – PIPE INSTALLATION****317-1****GENERAL.**

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 standards.

317-2**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.

317-3**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 standards.

317-4 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.

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 a **NOTICE OF EXEMPTION** for **MOUNTAIN VIEW NEIGHBORHOOD PARK – CHILDREN’S PLAY AREA UPGRADES**, as referenced in the Contract Appendix. You must comply with all requirements of the **NOTICE OF EXEMPTION** as set forth in the Contract Appendix “B”.

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
LOCATION MAP

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

PREDESIGN LOCATION MAP

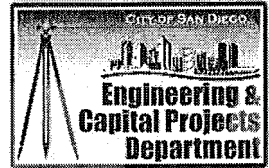
**Mountain View Neighborhood Park -
Play Area Upgrade**

PREDESIGN SENIOR ENGINEER
MARK NASSAR
(619) 533-3172

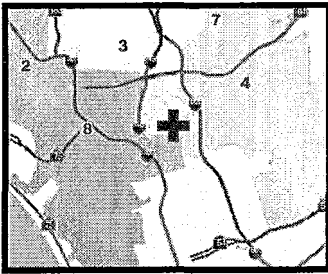
PREDESIGN PROJECT MANAGER
LARRY KUZMINSKY
(619) 533-3065

PREDESIGN PROJECT ENGINEER
AZITA ETEMAD
(619) 533-3862

PREDESIGN DRAFTER
TEDDY RAMOS
(619) 533-3734



Project Implementation & Technical Services (PITS)
CIP Preliminary Engineering & Program Coordination



Legend



Mountain View Neighborhood Park - Play Area Upgrade



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Park & Rec Projects\Mountain View Neighborhood Park - Play Area Upgrade\CIP Tracking\Location Maps



APPENDIX B
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422
☐ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO
DEVELOPMENT SERVICES DEPARTMENT
1222 FIRST AVENUE, MS 501
SAN DIEGO, CA 92101

PROJECT NO.: WBS # S-11019

PROJECT TITLE: MOUNTAIN VIEW NEIGHBORHOOD PARK

PROJECT LOCATION-SPECIFIC: The project is located at 4015 Ocean View Boulevard within the Southeastern San Diego Community Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: The project would result in the upgrading of an existing park to comply with the American with Disabilities Act and Title 24. Additional improvements would include an accessible path of travel from the Right-of-Way to the children's play area, a parking space and an associated pedestrian ramp. APN: 546-43-0005. Applicant: Park and Recreation Department.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Public Works Dept/Debbie Van Martin
600 B Street, Suite 800 (MS 908A)
San Diego, CA 92101
619 533-5414

EXEMPT STATUS: (CHECK ONE)

- ☐ MINISTERIAL (SEC. 21080(b)(1); 15268);
- ☐ DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- ☐ EMERGENCY PROJECT (SEC. 21080(b)(4); 15269(b)(c))
- ☒ CATEGORICAL EXEMPTION: 15304 (MINOR ALTERATIONS TO LAND)
- ☐ STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: This project qualifies for State CEQA Guideline § 15304, "Minor Alterations to Land" and does not trigger any of the exceptions to categorical exemptions found in State CEQA Guideline § 15300.2. The City conducted an environmental review and determined that the project is exempt pursuant to State CEQA Guideline § 15304.

LEAD AGENCY CONTACT PERSON: ANNA L. MCPHERSON

TELEPHONE: 619-446-5276

IF FILED BY APPLICANT:

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

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

Anna L. McPherson AICP / Senior Planner

SIGNATURE/TITLE

APRIL 16, 2012
DATE

CHECK ONE:

☒ SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D
SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:		RE Fax#:				Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	%/QTY	Amount	%/QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	\$80,000.00	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
CHANGE ORDERS											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Increase bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-\$500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-\$50,500.00	(\$50,500.00)						
SUMMARY								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						Retention and/or Escrow Payment Schedule					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
G. Payment Due Less Retention						Contractor Signature and Date:					
H. Remaining Authorized Amount											

ATTACHMENT F
INTENTIONALLY LEFT BLANK

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



MOUNTAIN VIEW NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

BID NO.: _____ K-15-5861-DBB-3-B
SAP NO. (WBS/IO/CC): _____ S-11019
CLIENT DEPARTMENT: _____ 1714
COUNCIL DISTRICT: _____ 4
PROJECT TYPE: _____ GE
CDBG #: _____ 1000003-2015

BID DUE DATE:

2:00 PM

APRIL 30, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. VOLUME 1

1. To Attachment D, COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOUSING URBAN DEVELOPMENT (HUD), Funding Agency Provisions, page 44, Item 9, WAGE RATES, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

- **CA150001**
- **03**
- **03/27/2015**

The required wage information may be accessed and downloaded from:

<http://www.wdol.gov/>

James Nagelvoort, Director
Public Works Department

Dated: *April 22, 2015*
San Diego, California

JN/BD/Lad

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



MOUNTAIN VIEW NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

BID NO.:	K-15-5861-DBB-3-B
SAP NO. (WBS/IO/CC):	S-11019
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	4
PROJECT TYPE:	GE
CDBG #:	1000003-2015

BID DUE DATE:

2:00 PM

MAY 14, 2015

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

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. Sub-Section 13.8 state that we are to contact and post solicitation with ccr.gov. That is not possible. ccr.gov is not a posting site
- A1. Subsection 13.8 provides information on the Federal Agencies that must be contacted along with the website information on which websites solicitations must be posted. Per the foot note for the table, http://www.ccr.gov/ is the SBA's electronic search engine, therefore there is no solicitation posting requirement. Bid notification is clearly identified in subsection 13.8 as http://web.sba.gov/subnet.
- Q2. Sub-section 13.8 failed to list fbo.gov, which according to Mr. Bob Lane of the this federal agency (619-219-7767) the city made a mistake by not listing fbo.gov, and listing ccr.gov.
- A2. Fbo.gov is utilized for vendors to find opportunities posted by governmental agencies. Bidders are not to post on this site, as this is for Agency use. Bidders are encouraged to use fbo.gov to review federal procurement opportunities over \$25,000.
- Q3 Sub-section 13.8 references the bidder to 2 San Francisco Federal Agency offices to contact. For that, we reference you to this e-mail we received from Mr. Bob Lane
- A3. Refer to section 13.2 "For additional assistance, the recipient or contractor can telephone the local offices [emphasis added] of both offices in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources

James Nagelvoort, Director
Public Works Department

Dated: *April 23, 2015*
San Diego, California

JN/BD/Lad

City of San Diego

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126

CONTRACTOR'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594

CITY CONTACT: Damian Singleton, Contract Specialist, Email: DSingleton@sandiego.gov

Phone No. (619) 533-3482, Fax No. (619) 533-3633

D. VanMartin / B. Doringo / ls

CONTRACT DOCUMENTS

FOR

MOUNTAIN VIEW NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

VOLUME 2 OF 2

BID NO.: _____ K-15-5861-DBB-3-B

SAP NO. (WBS/IO/CC): _____ S-11019

CLIENT DEPARTMENT: _____ 1714

COUNCIL DISTRICT: _____ 4

PROJECT TYPE: _____ GE

CDBG #: _____ 1000003-2015

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**



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. Lobby Prohibition, Certification and Disclosure	10
7. Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	11
8. Disclosure of Lobbying Activities	12
9. Proposal (Bid)	14
10. Form AA35 - List of Subcontractors	18
11. Form AA40 - Named Equipment/Material Supplier List	19

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(N/A)

- (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:

(N/A)

- (1) Name under which business is conducted _____

BIDDING DOCUMENTS

- (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. _____

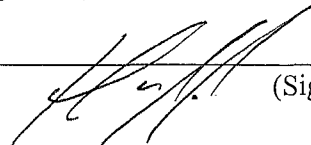
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

**TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC.**

- (1) Name under which business is conducted _____

- (2) Signature, with official title of officer authorized to sign for the corporation:

 _____
(Signature)
HANI ASSI

(Printed Name)
SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of CALIFORNIA

- (4) Place of Business (Street & Number) 9580 BLACK MTN RD SUITE L

- (5) City and State SAN DIEGO CA Zip Code 92126

- (6) Telephone No. 858-689-0050 Facsimile No. 858-689-1594

- (7) Email Address tri.groupconst@aol.com

BIDDING DOCUMENTS

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. _____

792159

EXPIRES _____

03-31, 2017

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

1000004777

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]

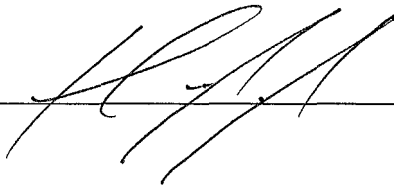
Email Address: _____

trigroupconst@aol.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____



Title _____

HANI ASSI

SECRETARY OF CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

(see attached)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

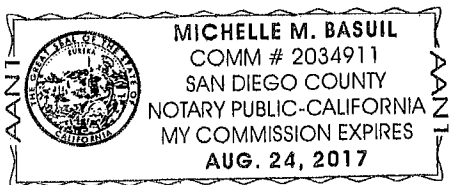
A notary public or other officer completing this certificate verifies only the Identity of the Individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN DIEGO)
 On 5/7/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared HANI ASSI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: HANI ASSI

☒ Corporate Officer — Title(s): SECRETARY

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

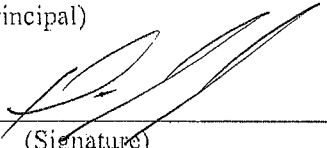
WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

MOUNTAIN VIEW NEIGHBORHOOD PARK - CHILDREN'S PLAY AREA UPGRADES

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 14TH day of MAY, 20 15

TRI-GROUP CONSTRUCTION
AND DEVELOPMENT, INC. (SEAL)
(Principal)

By: 
(Signature)
HANI ASSI, SECRETARY

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

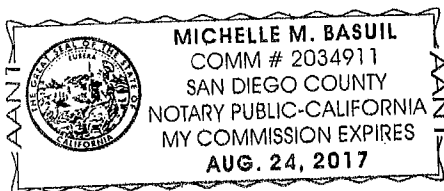
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of SAN DIEGO)
 On 5/14/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

GLENDIA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



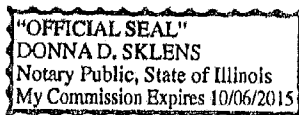
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of May, 20 14.

**North American Specialty Insurance Company
Washington International Insurance Company**

State of Illinois
County of Cook

ss:

On this 9th day of May, 20 14, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of MAY, 20 15.

Jeffrey Goldberg

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

BIDDING DOCUMENTS

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

State of California)

County of SAN DIEGO) ss.

HANI ASSI, being first duly sworn, deposes and says that he or she is SECRETARY OF CORP 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: _____

HANI ASSI

Title: _____

SECRETARY OF CORPORATION

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

(SEAL)

(see attached)

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 5/12/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
 personally appeared HANI ASSI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

BIDDING DOCUMENTS

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

TRL GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.

Contractor Name: _____

Certified By _____

HANI ASSI

Name

Title SECRETARY OF CORPORATION

Date

05-14-15

Signature

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: TRI-GROUP CONSTRUCTION

Contact Name: HANI ASSI

Company Address: AND DEVELOPMENT, INC.
9580 BLACK MOUNTAIN RD, STE L
SAN DIEGO, CA 92126

Contact Phone: 619-689-0058

Contact Email: trigroupconst@aol.com

CONTRACT INFORMATION

Contract Title: MOUNTAIN VIEW PARK PLAY AREA UPGRADES Start Date: 09-01-15

Contract Number (if no number, state location): K-15-5861-DBB-3-B End Date: 06-30-16

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.

HANI ASSI SECR. OF CORP

Name/Title of Signatory

[Signature]

Signature

05/14/15

Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:

EBO Analyst:

☐ Approved

☐ Not Approved – Reason:

(Rev 02/15/2011)

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

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

A. Conditions on use of funds

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

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

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

B. Certification and Disclosure

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

C. Certifications must be filed:

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

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

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

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

BIDDING DOCUMENTS

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. Contract ✓ a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application ✓ b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial finding ✓ b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. 100 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: C D B G	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
(attach Continuation Sheet(s) SF-LLL4, if necessary)		
11. Amount of Payment (check all that apply) \$ <u>0</u> <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a, cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>HANI ASSI</u> Title: <u>SEAL OF CON.</u> Telephone No.: <u>858.689-0058</u> Date: <u>5/14/15</u>	
For Public Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

BIDDING DOCUMENTS

DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET

OMB0348-0046

Reporting Entity: TRI-GROUP
CONSTRUCTION AND Page 2 of 2
DEVELOPMENT, INC.

Authorized for Local Reproduction
Standard Form - LLL-A

BIDDING DOCUMENTS

PROPOSAL (BID)

The Bidder agrees to the construction of **Mountain View Neighborhood Park - Children's Play Area Upgrades**, 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	524126	9-3.4.1	Mobilization		\$23,000
2	1	LS	238910	9-3.4.1	Demolition		\$40,000
3	1	LS	541370	2-9.2	Survey Services		\$10,000
4	13,000	SF	238910	300-2.9	Earthwork and Grading	\$ 1.50	\$19,500
5	160	CY	238910	300-2.9	Export	\$ 40	\$ 6,400
6	1	LS	237990	9-3.1	Construction of Children's Play Area and Site Improvements		\$562,100
7	1	LS	238210	9-3.1	Electrical and Lighting Improvements on Site		\$46,000
8	1	LS	237310	9-3.1	Construction of South Boundary Street Improvements		\$33,000
9	1	LS	561730	700-2.15	90 Day Plant Establishment Period		\$ 1,000
10	1	LS	237310	7-10.2.6	Traffic Control Design and Installation		\$ 9,000
11	1	LS	541330	701-13.9.5	Water Pollution Control Development		\$ 9,000
12	1	LS	237990	701-13.9.5	Water Pollution Control Implementation		\$ 7,000

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
13	1	LS	524126	2-4.1	Bond Payments (Payment and Performance)		\$ 9,000
14	1	AL		9-3.5	Field Orders - Type II		\$35,000
ESTIMATED TOTAL BASE BID							\$810,000.00

MC

BIDDING DOCUMENTS

TOTAL BID PRICE FOR BID (Items 1 through 14 inclusive) amount written in words:

EIGHT HUNDRED TEN THOUSAND DOLLARS AND 250 CENTS

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: ADDENDUM "A" & ADDENDUM "B"

The names of all persons interested in the foregoing proposal as principals are as follows:

GUS ASSI

PRESIDENT

HANI ASSI

SECRETARY OF CORPORATION

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.

**TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

HANI ASSI

Bidder: _____

Title: _____

SECRETARY OF CORPORATION

Business Address: _____

9580 BLACK MOUNTAIN RD SUITE "L" SAN DIEGO CA 92126

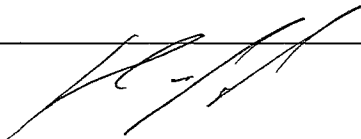
Place of Business: _____

CITY OF SAN DIEGO

Place of Residence: _____

CITY OF SAN DIEGO

Signature: _____



NOTES:

BIDDING DOCUMENTS

- A. The low Bid will be determined by the Base Bid alone **OR** the Base Bid plus all the Alternates.
- B. Once the low Bid has been determined as prescribed in Note A, the City may, at its sole discretion, award the Contract for the Base Bid alone; or for the Base Bid plus one or more Alternates in consecutive order beginning with Alternate A.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

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 SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>GOLDEN TRIANGLE, INC.</u> Address: <u>1298 NANEL PL</u> City: <u>VISTA</u> State: <u>CA</u> Zip: <u>92081</u> Phone: <u>760-758-7725</u> Email: <u>willardhall@gmail.com</u>	<i>DESIGNER</i>	<u>LS 6788</u>	<u>SURVEY SERVICES</u>	<u>\$ 7,050</u>	<u>SDVOSB</u>	<u>FED. DEPT OF VETERANS AFFAIRS</u>	<u>—</u>
Name: <u>ROBERTSON RECREATION SURFACES</u> Address: <u>2414 W. 12TH ST #5</u> City: <u>TEMPE</u> State: <u>AZ</u> Zip: <u>85281</u> Phone: <u>602-838-0579</u> Email: <u>dparcella@torturf.com</u>	<i>CONSTRUCTOR</i>	<u>667261</u>	<u>RESILIENT SURFACING</u>	<u>\$ 73,730.70</u>	<u>—</u>	<u>—</u>	<u>—</u>

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

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

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

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

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

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.

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 SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>GREENFIELD FENCE INC.</u> Address: <u>4051 OCEANSIDE BLVD</u> City: <u>OCEANSIDE</u> State: <u>CA</u> Zip: <u>92056</u> Phone: <u>760-724-8131</u> Email: <u>tim@greenfieldfenceinc.com</u>	<i>Construction</i>	<i>568973</i>	<i>Fence</i>	<i>\$16,335</i>	<i>—</i>	<i>—</i>	<i>—</i>
Name: <u>CACY ELECTRIC</u> Address: <u>14398 ROS CANYON RD</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-938-2839</u> Email: <u>t.fullerton@cacyelectric.com</u>	<i>Construction</i>	<i>780158</i>	<i>Electrical</i>	<i>\$45,660</i>	<i>—</i>	<i>—</i>	<i>—</i>

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

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

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

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

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

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.

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 SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>TOT LOT PROS</u> Address: <u>14660 MALLORY DR</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92335</u> Phone: <u>909-350-9500</u> Email: <u>Jack@totlotpros.com</u>	<i>Constructor</i>	<u>967995</u>	<i>Play - Ground Equip. Installation</i>	<u>\$ 40,250</u>	<u>-</u>	<u>-</u>	<u>-</u>
Name: <u>USA SHADE</u> Address: <u>1085 MAIN ST "C"</u> City: <u>ORANGE</u> State: <u>CA</u> Zip: <u>92867</u> Phone: <u>714-427-6900</u> Email: <u>biveyc@usa-shade.com</u>	<i>Constructor</i>	<u>989458</u>	<i>SHADE STRUCTURE</i>	<u>\$ 19,300</u>	<u>-</u>	<u>-</u>	<u>-</u>

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

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

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

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

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

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.

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 SDVOSB	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>LUZARCH STRIPING INC</u> Address: <u>P.O. BOX 2426</u> City: <u>EL CAJON</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>619-443-7755</u> Email: <u>estimating@luzarchmarking.com</u>	<i>Constructor</i>	<u>775886</u>	<i>STRIPING & SIGNS</i>	<i>\$ 5,520</i>	<i>/</i>	<i>—</i>	<i>—</i>
Name: <u>CUTTING EDGE LANDSCAPE</u> Address: <u>26808 BARBURY DR.</u> City: <u>VALLEY CTR</u> State: <u>CA</u> Zip: <u>92082</u> Phone: <u>760-638-6012</u> Email: <u>C_e_lg@mail.com</u>	<i>Constructor</i>	<u>981127</u>	<i>TEMP. & PERM IRRIGATION, PLANTING</i>	<i>\$ 52,794</i>	<i>/</i>	<i>—</i>	<i>—</i>

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
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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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>SUPPLY PATRIOT, INC</u> Address: <u>179 N. MAPLE ST</u> City: <u>CORONA</u> State: <u>CA</u> Zip: <u>92880</u> Phone: <u>716-916-5656</u> Email: <u>Ken@supplypatriot.com</u>	SUPPLIES FOR: 1) PLAYGROUND EQUIPMENT 2) PARK FURNISHINGS 3) CONCRETE	\$ 205,000	Yes	NO	SDVOSB	FEDERAL DEPT OF VETERANS AFFAIRS
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

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

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

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