City of San Diego

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REQUEST FOR PROPOSAL (RFP)



FOR VIEWS WEST NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT

BID NO.:	K-12-5168-DB1-3-B
RFP NO.:	5168
SAP NO.:	S-10031
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB
CDBG NO.:	B-08-MC-06-0542

PROPOSAL DUE:

12:00 NOON FEBRUARY 16, 2012 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1200 THIRD AVENUE, SUITE 200, MS 56P SAN DIEGO, CA 92101 ATTN: CONTRACT SPECIALIST

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1.0 **INTRODUCTION**

- 1.1 This is the City of San Diego's (City) first step (in a 1-step process) in the selection process to provide Design-Build services for the VIEWS WEST **NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT** (Project). The Design-Builders shall disregard references to RFQ and SOQ documents in this RFP.
- **1.2** Class "A" or "B" contractor's license will be required.

The Design-Builder shall ensure that Design-Builder's license(s) shall be valid when Proposal is submitted. Failure to comply with this requirement will result in:

- 1) The rejection of the Proposal.
- **1.3** Engineer's Estimate The Engineer's estimate of the most probable price for this contract is **\$555,677.00**.
- **1.4** The Design-Builders interested in bidding this project shall be pre-qualified through the City's Prequalification program:

The Design-Builders must submit a complete prequalification application to the City of San Diego, Public Works Department - Engineering & Capital Projects, Pre-Qualification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101.

Information about the Pre-Qualification Program and the required application materials are available on the City's web site. Please contact Dave Stucky at (619) 533-3474 or <u>dstucky@sandiego.gov</u> for additional information about the Pre-Qualification Program.

Design-Builders shall receive prequalification clearance **no later than the Proposal due date and time**. Prequalification materials shall be received at the above address no later than 2 weeks prior to the Proposal due date.

- **1.5** This RFP describes the Project, the required scope of Work and Services, the Design-Builder selection process, and the minimum information that shall be included in the Proposal. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification.
- **1.6** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design shall not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

2.0 EQUAL OPPORTUNITY

2.1 As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

- **2.2** The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.
- **2.3** After Award, construction NTP will not be issued unless the Contractor has complied with these specifications. The City requires 3 weeks review time for the Contractor's EOCP submittals.

For Subcontractor Participation Requirements see Attachment C Contract Front End Volume 1 for more information

3.0 PROJECT BACKGROUND AND DESCRIPTION

See Attachment A.

4.0 <u>SCOPE OF WORK AND SERVICES</u>

Work and Services required of the Design-Builder include those during design, construction. The Design-Builder shall provide all management, supervision, labor, services, equipment, tools, supplies, temporary facilities, and any other item of every kind and description required for the complete design and construction of the Project, as described in Attachment 'A'.

5.0 <u>SELECTION PROCESS</u>

Each Design-Builder shall submit separate "Technical" and "Price" Proposals as described in this RFP.

5.1 Technical Proposal Requirements

- **5.1.1** Failure to comply with this section will render the Design-Builder's submittal invalid and disqualify it from this selection process.
- **5.1.2** The Technical Proposal shall be concise and well organized and shall demonstrate the Design-Builder's qualifications and experience applicable to the Project. Type size and margins for text pages shall be in accepted standard formats for desk top publishing and word processing and result in no more than 500 words per page. The Proposal shall be submitted in a single comb binder. 3-ring binders or hard covered binders will not be accepted.

NOTE: A cover letter may be submitted but SHALL not contain any information that is a required element of the Technical Proposal (i.e. acknowledgement of addenda)

- **5.1.3** The EOCP information not revealing the Contract Price shall be submitted with the Technical Proposal.
- **5.1.4** The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in Attachment B. The contents of the Proposal shall be organized consistent with the Attachment B.

5.2 **Price Proposal Requirements**

- **5.2.1** One executed original, clearly marked on the cover, of the Price Proposal shall be submitted in a separate sealed envelope. Refer to Attachment 'D' of this RFP for the Price Proposal form to be used.
- **5.2.2** The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.
- **5.2.3** The lowest proposed price is not the determining factor for award of this contract. See Attachment 'B' for criteria from which the proposals will be evaluated.
- **5.2.4** In case of discrepancies, written numbers will govern over numerical. The summation of all lump sum, unit prices, allowances and any other priced items will govern over the total price in case of discrepancies between the two.
- **5.2.5** Certain EOCP information (i.e., Subcontractors and Suppliers listings) that indicates the dollar value of the portions of the work to be performed by the Subcontractors and Suppliers shall be submitted as part of the Price Proposal.

5.3 Submittal Requirements

5.3.1 Technical Proposal

- **5.3.1.1** The Technical Proposal shall be received no later than the time and date shown on the cover of this RFP.
- **5.3.1.2** One executed original, clearly and conspicuously marked on the cover, and 6 copies are to be submitted in a sealed package marked "Technical Proposals" clearly and conspicuously in its face. The following information will be clearly marked on the outside of each package:

Name of Design-Builder Project Title "Technical Proposal" Package Number (e.g., 1 of 16, 2 of 16, etc.) Marked "CONFIDENTIAL" (in red)

5.3.1.3 The Technical Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

The Design-Builder shall provide the names of the principal individual owners of the firm. In the event the firm is employee owned or publicly held, then the fact shall be stated and the names of the firm's principals or officers shall be provided.

- **5.3.1.4** Failure to comply with the requirements of this RFP may result in disqualification.
- **5.3.1.5** Technical Proposals and modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittal invalid and will cause its disqualification from this selection process.

5.3.1.6 Proposals that deviate from the RFP and Bridging Documents supersede the RFP in accordance with 2-5.2, "Precedence of Contract Documents."

Design elements which deviate from the scope of Work, City's design guidelines, or material substitution which differs from the Approved Material List shall be highlighted in accordance with Attachment B, "Exception to this RFP" of the Proposal and brought to City's attention during the presentation and interview.

5.3.1.7 Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to the Proposal due date. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to City's online service(s) e.g., e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents).

Questions received less than 14 days prior to the Proposal due date may not be answered. 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 Proposal.

5.3.2 Price Proposal

5.3.2.1 The Price Proposal shall be submitted separately from the Technical Proposal and shall be received no later than the time and date shown on the cover of this RFP.

Submittal of the Price Proposal after the date stipulated in this section will be cause for rejection of the entire Proposal and disqualification of the Design-Builder for this selection process.

5.3.2.2 The Price Proposal is to be submitted in <u>sealed packages</u> with the following information clearly marked on the outside of each package:

Name of Design-Builder Project Title "Price Proposal" Marked "CONFIDENTIAL" (in red)

- **5.3.2.3** Failure to comply with the requirements of this RFP may result in disqualification.
- **5.3.2.4** Price Proposals or modifications thereto received subsequent to the hour and date specified above will render the Design-Builder's submittals invalid and will cause their disqualification in the selection process.

5.4 Review of Technical Proposal

- **5.4.1** Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.
- **5.4.2** Subsequent to receipt, the City will provide written notice of the schedule for technical presentations. This schedule will be on a "random draw" basis and has no bearing on the potential for award.

5.5 RESERVED

5.6 Final Selection (Adjusted Low Bid)

- **5.6.1** The ranking of each Design-Builder during the Technical Proposal review will serve as a divisor of the Price Proposal submitted thereby determining weighted price.
- **5.6.2** Selection will be based on "Adjusted Low Bid". Following review of the Technical Proposals, the resulting qualitative evaluation scores will be totaled on a scale of 0 to 100, and will be converted to a decimal (e.g., score of 85 is written as 0.85). After the scores have been calculated, each Design-Builder's price envelope will be opened. The price will be divided by the score (expressed as a decimal) to yield the "Adjusted Low Bid". The lowest adjusted bid will be recommended for Contract award. The adjustment to the Price Proposal is for selection purposes only. The Price Proposal as submitted is the actual Contract Price.

The following example summarizes and illustrates the process:

	Qualitative			
Design-	Score (100			
Builder	Maximum)	Price Proposal	Adjusted Price *	
А	0.85	\$1,000,000.00	\$1,176,471	
В	0.95	\$1,300,000.00	\$1,368,421	
С	0.65	\$900,000.00	\$1,384,615	
* The adjustment to the Proposal is for selection only. Firm "A" has				
Adjusted Lowest Bid. The Price Proposal is the actual Contract amount.				

5.6.3 The Design-Builders will be notified in writing of the City's final decision

6.0 <u>Policies, Procedures and Guidelines</u>

- **6.1** The Program's Selection Process is based on the policies, procedures and guidelines contained in the City Municipal Code Chapter 2, Article 2, Division 33.
- **6.2** A Ranking Panel (Panel) will be established for this project and will include representatives from the City and may include other interested parties (e.g., Participating Agencies, representative from the Community at Large, as required and other agencies e.g., the State Water Resource Control Board, etc.).

- **6.3** The Panel will review all proposals received in accordance with Attachment 'B' of this RFP. Based on the Design-Builder's Proposal and the Project's Evaluation Criteria, the Panel will rank the Design-Builders as to qualifications in a public meeting. The Panel will forward its ranked listing of Design-Builders to the Mayor or designee. The public meeting will take place at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, at 2:00 PM as scheduled below.
- **6.4** The Mayor or designee will make the final recommendation to City Council concerning the proposed agreement. The City Council has the final authority to approve the Contract.

7.0 EVALUATION CRITERIA

The evaluation criteria and the respective weights that will be given to each criterion are attached as Attachment 'B'.

8.0 <u>SELECTION AND AWARD SCHEDULE</u>

The City anticipates that the process for selecting a Design-Builder, and awarding the contract, will be according to the following tentative schedule:

8.1	Pre-Proposal Meeting	February 2, 2012
8.2	Proposal Due Date	February 16. 2012
8.3	Interview	Not Used
8.3	Public Ranking Meeting	March 1, 2012
8.4	Selection and Notification	April 2, 2012
8.5	Receipt of Bonds and Insurance Certificates	April 16, 2012
8.6	Notice to Proceed	April 30, 2012

9.0 PRE-PROPOSAL ACTIVITIES

9.1 Questions Concerning RFP

All questions regarding the RFP shall be presented in writing to the PM at the USPS or the e-mail address identified on the cover sheet of the RFP.

9.2 Pre-Proposal Meeting

A Pre-Proposal meeting will be held from 10:00 AM to 11:00 AM, at 1200 Third Avenue, Suite 200, large conference room, San Diego, CA, 92101. All potential responders are **required** to attend. Any materials distributed at the meeting will be issued to all RFP recipients in the form of an addendum to this RFP. It is not necessary for all members of a Design-Builder's team to be present at the Pre-Proposal Meeting, however, the Design-Builder will be held accountable for receiving and applying all information discussed at the Pre-Proposal Meeting.

Bid shall be considered non-responsive if the Design-Builder fails to attend the Pre-Proposal Meeting as evidenced by the City's meeting sign-in sheet when such a meeting has been specified to be required.

9.3 **Revision to the RFP**

The City reserves the right to revise the RFP prior to the date that Proposals are due. Revisions to the RFP will be mailed to all RFP holders. The City reserves the right to extend the date by which the Proposals are due.

10.0 SPECIAL CONDITIONS

10.1 Reservations

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for Work.

10.2 Public Records

After the selection process is complete and a contract is signed between the City and the winning Design-Builder, all Proposals submitted in response to this RFP become the property of the City and public records, and as such may be subject to public view.

10.3 Right to Cancel

The City reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Design-Builders will be notified in writing by the City.

10.4 Additional Information

The City reserves the right to request additional information or clarifications from or interview any or all Design-Builders.

10.5 Public Information

Release of Public Information - Selection announcements, contract awards, and all data provided by the City shall be protected from public disclosure. Design-Builders desiring to release information to the public, shall receive prior written approval from the City.

10.6 Changes to Key Personnel and Substitution of Subcontractors

- **10.6.1** The Design-Builder shall not change or substitute any individual that is identified as "key personnel" in its SOQ and Proposal without the written consent of the City.
- **10.6.2** The Design-Builder shall not change or substitute any material, Supplier Subconsultants, or Subcontractor identified in its SOQ and Proposal without written consent of the City.

10.7 Use of Reference Documents and Pre-Design Reports

10.7.1 The City has made available As-Built Plans and Reference Documents related to the Project. Use of these reports shall be for general project background information only, and shall be used at the Design-Builder's risk. No responsibility is assumed by the City for the completeness or accuracy of these reports.

- **10.7.2** The following documents are attached to the Scope of Work (Attachment 'A'):
 - a. Vicinity Map
 - b. Site Plan

10.8 RESERVED

10.9 Scheduling and Management Reporting Systems

The Design-Builder will be required to use the latest version of the Primavera Project Management and Scheduling Software or equal.

- **10.9.1** The City will require the Design-Builder to submit and maintain a taskoriented computerized schedule for completing the Work over the life of the Project.
- **10.9.2** The Design-Builder shall anticipate that the development of this schedule will require at least 3 steps; (1) development of a work breakdown structure by the Design-Builder and submittal to the City for review; (2) development of interface procedures (and software, if necessary) to communicate from the Design-Builder's computer networking software to the City's networking software (Primavera), and (3) development of an activity network for submittal to the City for review and concurrence.
- **10.9.3** The Design-Builder will be required to furnish activity status and network updates on disks in a format that will interface with the City's scheduling system. The City will utilize the schedule information supplied by the Design-Builder in to review progress payments and to monitor the progress of the project against the agreed schedule requirements.

10.10 Project Schedule

10.10.1 The City has established the following tentative milestones for the Project:

a.	Issuance of Construction NTP	April 2012
b.	Issue Notice of Completion	November 2012

For the Contract Time refer to Contract Front End Volume 1, Invitation to Bids (see Attachments).

10.11 Acknowledgement of Addenda

The Design-Builder shall confirm in its Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered **non-responsive** and ineligible for further consideration.

10.12 The agreement, terms and conditions are included in The City's Front End Contract Documents Volume 1 and 2, The GREENBOOK Part 1, and The WHITEBOOK e.g., the City Supplement.

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

PUBLIC WORKS DEPARTMENT

1.0 <u>Project Description:</u>

The scope of this project is design and construction to remove and replace the deteriorating playground equipment, make all necessary accessibility upgrades to the playground areas, restrooms, path of travel, picnic areas and area around the bleachers located next to the baseball field.

2.0 <u>Scope of Work:</u>

The project will be designed, constructed and funded in phases:

Phase I : Consists of design and construction of the following;

Design:

The Design-Builder shall prepare all construction documents required to permit and construct Phase 1 of the project. The Design-Builder shall provide all product submittals to the City for acceptance prior the completion of the design phase. Product submittals shall include, but not be limited to playground equipment, rubberized surfacing, benches, drinking fountain.

Play area upgrades:

- 1. Remove and stockpile existing playground sand.
- 2. Remove and dispose all subsurface concrete, drainage, and other debris to a minimum 18" below the level of the concrete curb surrounding the play area.
- 3. Install new play equipment.

Two Play Structure:

2-5 Years old-play structure to include minimum of 10 play components5-12 years old-play structure to include minimum of 18 components. The elevated play components should be connected by a ramp.

Sectional slides will be allowed for this project provided that sections connect with interlocking, dado, modified lap, or other similar joints, in lieu of simple butt joints.

- 4. Install new subsurface drainage system per the "As-built" drawings (25569-1-25-D), new rubberized surfacing, new filter fabric, and re-place stockpiled sand, cleaned of all debris, to a minimum depth of 12 inches, in areas as appropriate.
- 5. Provide a report and certification by an independent Playground Safety Inspector that the installed play equipments and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute.

Accessibility upgrades: All improvements below is required to be reviewed and approved by the City;

- 6. Provide (2) accessible benches with companion seating connected with an accessible route to the play areas.
- 7. Provide an accessible route from the playground to the adjacent picnic shelter.
- 8. Replace existing walkways as necessary to provide an accessible route from the play areas to accessible parking spaces located at the south end of the parking lot.
- 9. Replace walkways as necessary around the playground, to provide an accessible route.
- 10. Provide an accessible drinking fountain per SDM 107; replace existing drinking fountain with the HiLo type drinking fountains adjacent to the play ground area and adjacent to the restrooms, demo and replace the surrounding concrete pad as necessary to meet the ADA requirements.
- 11. Replace existing built up curb ramp at south location with a concrete curb, gutter and accessible Curb Ramp Type B per San Diego Standard Drawing [SDSD] No. SDG-132.
- 12. Install (2) Accessible Parking Spaces at south location per SDM-117. Location to be approved by Engineer (1 van accessible and 1 regular).
- 13. Replace existing built up curb ramp at north location with a concrete curb, gutter and accessible Curb Ramp Type B per San Diego Standard Drawing [SDSD] No. SDG-132.
- 14. Install (2) Accessible Parking Spaces at north location per SDM-117. Location to be approved by Engineer (1 van accessible and 1 regular).
- 15. Install accessible hardware on the accessible stall doors at the existing comfort station.
- 16. Lower seat in the women's restroom stalls to comply with the current ADA requirements.
- 16. Replace and relocate the hand dryer in women's restroom to comply with accessibility requirements.
- 17. Replace lavatory push buttons in both men's and women's restroom to comply with accessibility requirements.
- 18. Lower the snack bar counter and service window to comply with accessibility requirements.
- 19. Provide accessible path of travel from public right of way (La Tortola Ave.) to the playground area.
- 20. Replace (2) existing curb ramps at Tortola Ave. driveway to comply with accessibility per SDG 130-132.
- 21. Install contrasting stripe at the nose of the existing stairs on the south side of the baseball field per the San Diego Regional Standard Drawing M-26.

- 22. Replace tree wells with openings that present tripping hazard within the accessible path of travel.
- 23. Remove and replace concrete walkway panels are uplifted at various locations; location will be approved by the Engineer.
- 24. Demolish and remove two (2) concrete walkway panels of approximately 10 feet by 9 feet, and replace with concrete walkway panels that are 6-inches thick, that have a cross slope of less than 2 percent, and that meet all accessibility guidelines. Location to be approved by Engineer.

Other upgrades:

- 25. Plant new trees that match existing trees as shown (total of 6) on Attachment A.
- 26. Make all necessary repairs and adjustments to existing irrigation systems and plantings, including turf that are disturbed, broken, or removed as a result of construction activities.

Phase II: Consists of design and construction of the following additive alternates: All improvements below are required to be reviewed and approved by the City.

Design:

The Design-Builder shall prepare all construction documents required to permit and construct Phase 2 of the project.

Additive Alternate A, Multi Purpose Field ADA Upgrades:

- 1. Provide an accessible path of travel from the parking lot to the upper baseball/multipurpose field via a new pedestrian ramp and improved walkway cross slopes at the bleachers along the first base line.
- 2. Install tactile bars or fencing around bleachers for visually impaired.
- 3. Install ADA companion seating adjacent to the bleachers.

Additive Alternate B, Picnic Area ADA Upgrades:

- 1. Install new 5-foot wide concrete walkway to (2) picnic tables. Location and layout will be approved by the Engineer.
- 2. Install accessible BBQ's adjacent to the accessible picnic tables; total of 2.

Design and Construction Requirements:

- a) All work shall meet Federal, State, and City accessibility laws and guidelines.
- b) Playground designs shall follow the recommendations of the <u>Consultant's Guide to Park</u> <u>Design</u>, Section 2.2.10, "Playgrounds and Equipment."
- c) The Consultant's Guide to Park Design, Appendix G Approved Manufacturer and Products List. Section D. Play Equipment, Subsection 2. Play Equipment, is revised to include "Play & Park Structures", "Krauss-Craft" or approved equal as manufacturers for this project.

d) Acceptable surfacing materials are sand and Poured-in-Place Rubberized Paving only.

3.0 <u>Reference Standards:</u>

Document No.	Filed	Description		
PITS0504091	05-04-09	Standard Specifications for Public Works		
		Construction		
		(The GREENBOOK), 2009 Edition		
PITS090110-1	09-01-10	City of San Diego Standard Specifications for		
		Public Works Construction (The WHITEBOOK),		
		2010 Update		
AEC1231064	12-31-06	California Department of Transportation, Manual		
		of Uniform Traffic Control Devices (MUTCD		
		2006)		
769023	09-11-84	Standard Federal Equal Employment Opportunity		
		Construction Contract Specifications and the		
		Equal Opportunity Clause		

1. STANDARD SPECIFICATIONS

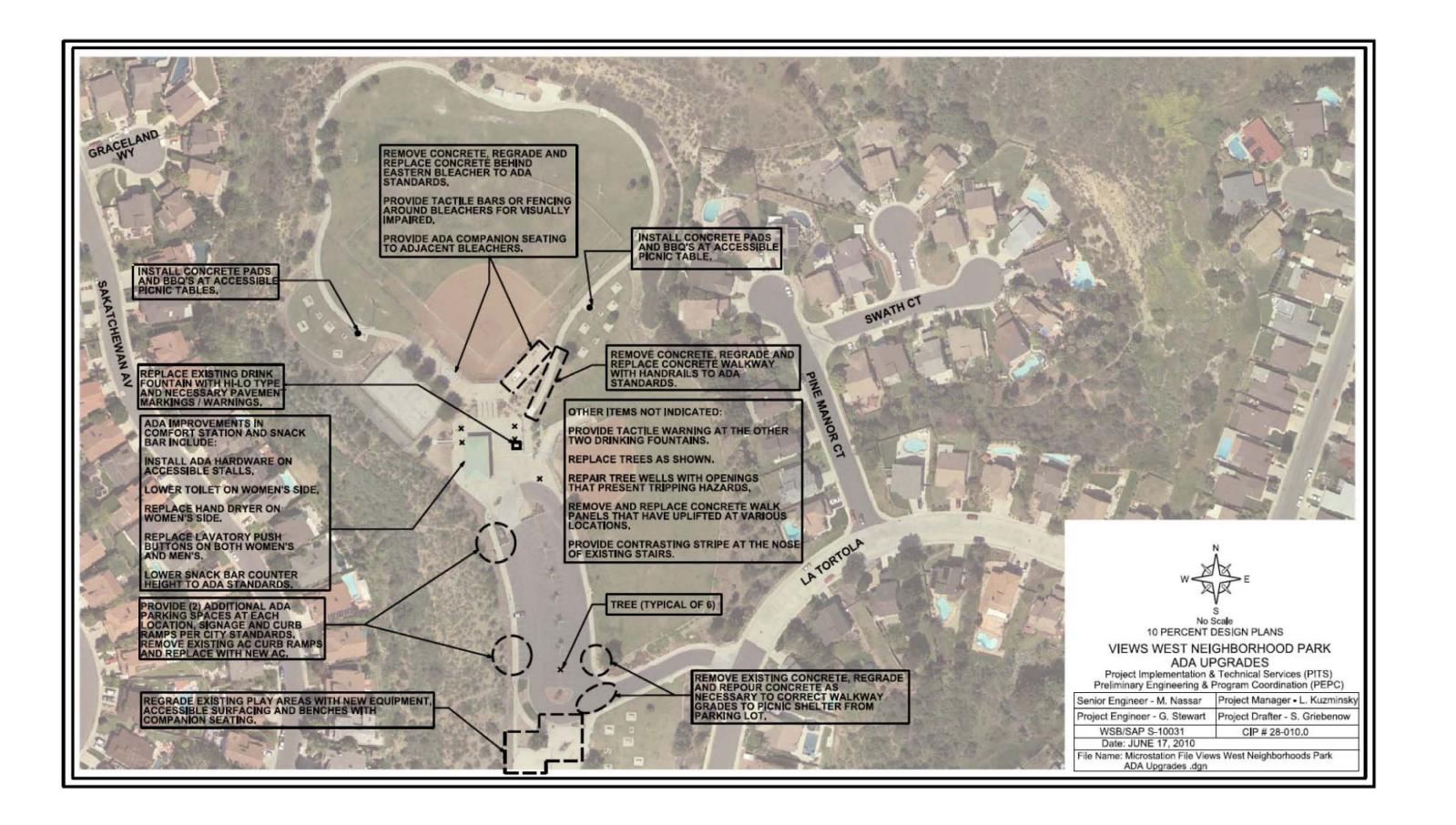
NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

2. STANDARD DRAWINGS

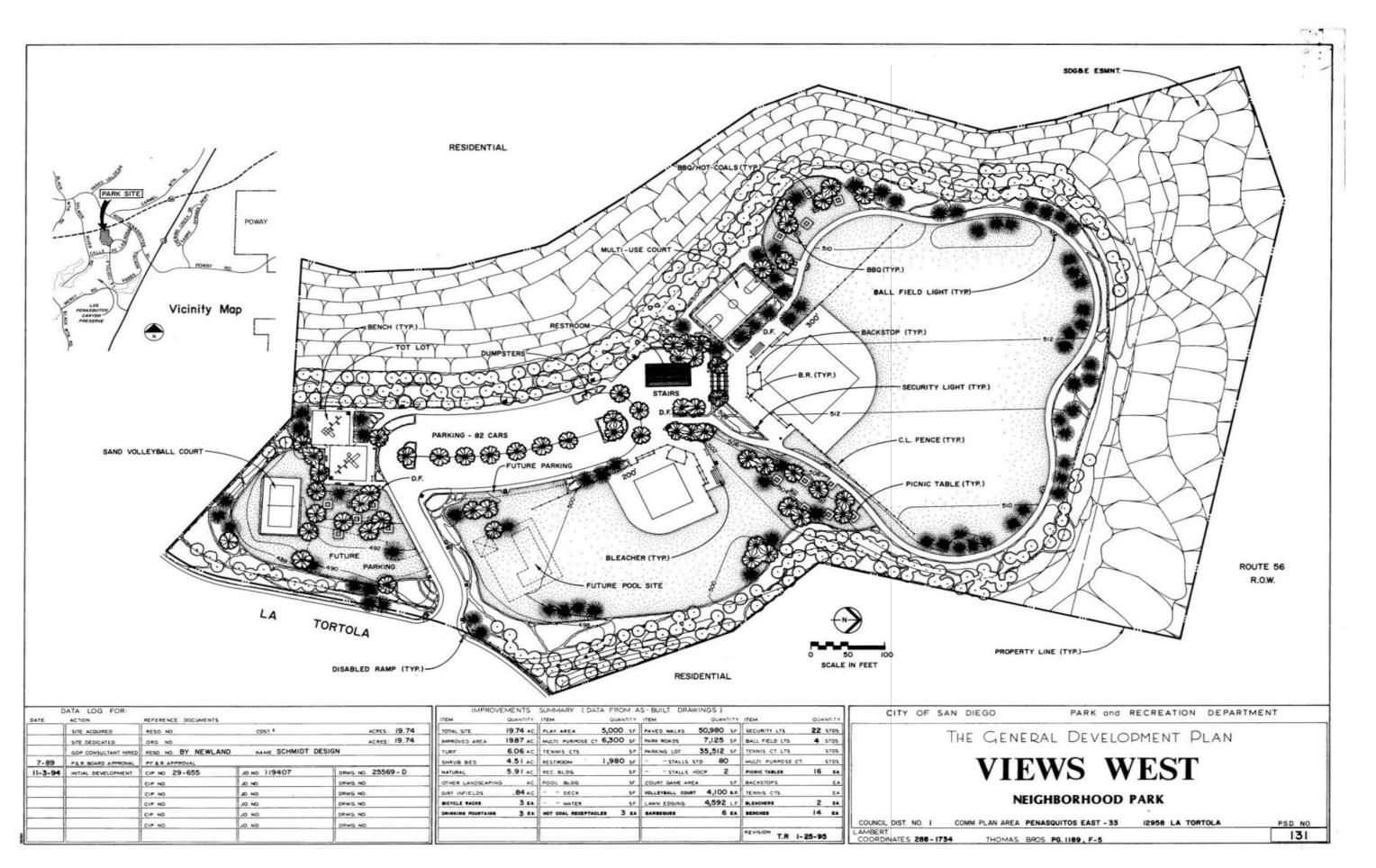
Document No.	Filed	Description
AEC1230163	12-31-06	City of San Diego Standard Drawings*
N/A	Varies	City Standard Drawings - Updates Approved For Use (when specified)*
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans

NOTE: * Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

- 3. Views West Park "As-built" drawings **25569-1-D through 25569-25-D**
- 4. The City of San Diego Consultant's Guide to Park Design and Development, available on line at http://www.sandiego.gov/park-and-recreation/general-info/consultantguide.shtml.



Project Description, Scope of Work, Technical Specifications, and Bridging Documents Attachment A Views West Neighborhood Park ADA Upgrades Design-Build Contract



Project Description, Scope of Work, Technical Specifications, and Bridging Documents Attachment A Views West Neighborhood Park ADA Upgrades Design-Build Contract



ATTACHMENT B

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PROPOSAL SUBMITTAL REQUIREMENTS AND SELECTION CRITERIA

PUBLIC WORKS DEPARTMENT

Proposals submitted in response to this RFP shall be in the following order and shall include:

1. Identification of the Design-Builder (PASS/FAIL)

Failure to provide the Identification of the Design-Builder will result in the Proposal being considered non-responsive and ineligible for further consideration.

- a. Legal name and address of company
- b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture identify the members of the joint venture and provide all information required under this section for each member.
- c. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- d. Addresses of offices located in San Diego County.
- e. Number of years that company has maintained office in San Diego County.
- f. Number of employees in San Diego County.
- g. City of San Diego Business License Number, State Contractor's License Number (include date of expiration), and Professional Engineering/Architect License Number (include date of expiration).
- h. Name, title, address and telephone number of person to contact concerning the Proposal.

2. Addenda to this RFP (**PASS/FAIL**)

Design-Builder shall confirm in its Technical Proposal the receipt of all addenda issued to this RFP. Failure to acknowledge all addenda issued, will result in the Proposal being considered non-responsive and ineligible for further consideration.

Design-Builders are not required to include copies of the actual addenda in its Proposal.

3. Exceptions to this RFP (**PASS/FAIL**)

If the Design-Builder takes exception(s) to any portion of the RFP and its attachments, the specific portion of the RFP or attachment to which exception is taken shall be identified and explained to the City in writing a minimum of 10 days prior to the date established for submittal of the Technical Proposal. Exceptions taken after the stipulated period to this RFP may be cause for rejection of the Proposal and discontinue the Design-Builders participation to this selection process. The City reserves the right to waive exception(s) as it deems in the best interests of the City.

4. <u>Executive Summary (5 Points Max)</u>

Include a one- to two-page overview of the entire Proposal describing the highlights of the Proposal. Failure to provide the executive summary will result in the RFP being considered non-responsive and ineligible for further consideration.

5. <u>Project Team (15 Points Max)</u>

Describe the proposed management plan for this project. The Design Builder shall provide a management chart identifying single point of contact, chain of command, etc Describe the strength of key proposed construction and technical personnel, Subcontractors, and Subconsultants, including, but not limited to the following disciplines:

- a. General Contractor
- b. State of California Licensed Architect
- c. Playground equipment manufacturer
- d. Rubber surfacing manufacturer
- e. Rubber surfacing installer
- f. Independent Playground Safety Inspector

6. <u>Technical Approach and Design Concept (70 Points Max)</u>

Describe in detail the proposed design concept for this project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Design-Builder's technical approach. The completeness and technical merit of the design concept will be evaluated. The following elements should be included in this Technical Proposal:

- a. Creativity (**25 points**): Provide a modular structure and playground layout with creative themes and imaginative spaces, which integrate well with the ground level play components. Vibrant color scheme shall be used in design of play equipment.
- b. Play Value (**25 points**): Play equipment should challenge the users by addressing their physical, social and mental development while providing entertainment. A Design-Builder who can provide a modular structure with a variety of experiences and opportunities for children to interact with each other would be preferred over one with too many similar experiences or too little opportunity for group play or interaction. Maximize accessible components for disabled users, sensory experiences and unlimited play opportunities.
- c. Safety and Access (**10 points**): All play equipment and layout within the confines of the existing play areas shall meet or exceed all State, Federal, and other applicable safety and access codes and guidelines. Only Contractors/Installers certified by the manufacturer of the equipment shall install play equipment. In order to provide stimulating experiences for children with disabilities, provide the same number of components and stimulating experiences, equivalent but not necessarily the same, at the top of modular equipment as below.
- d. Durability (**10 points**): Ease of maintenance and durability of materials (industrial grade) is important to enable Park and Recreation (P&R) staff to provide the community with a minimum of 15 years of use without a need for repainting, repair, and resurfacing.
- e. Play equipment and rubberized surfacing layout shall be shown on 11 inch by 17 inch plan size, at an appropriate scale to evaluate the proposal, including safety zones. Include both plan(s) and elevations(s) in color.
- f. List and catalog cuts of all play equipment and rubberized surfacing proposed and shown on the plan.

- g. Provide a statement of qualifications of the independent National Playground Safety Institute certified Playground Safety Inspector sub-contractor/sub-consultant, and a sample safety inspection report prepared by the certified Playground Safety Inspector.
- 7. Design Build Schedule (**10 Points Max**)
 - a. Describe the proposed design build schedule for the project including the following, at a minimum:
 - Design completion date
 - Start of construction
 - Construction completion date for Phase I and Phase II.

Total Points: 100

Proposals that do not contain the aforementioned components will not be considered.

ATTACHMENT C CONTRACT FRONT END VOLUME 1

City of San Diego

CONTRACTOR'S NAME:

ADDRESS:_____ TELEPHONE NO.:

FAX NO.:

CITY CONTACT: ELIF CETIN, 600 B Street Suite 800 MS 908A. San Diego, CA 92101 Email: ecetin@sandiego.gov, Phone 619-533-5107, Fax 619-533-5476

CG/NB/egz

CONTRACT DOCUMENTS



FOR

VIEWS WEST NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT

VOLUME 1 OF 2

BID NO.:	K-12-5168-DB1-3-B
RFP NO.:	5168
SAP NO.:	S-10031
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB
CDBG NO.:	B-08-MC-06-0542

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- > PREVAILING WAGE RATES: **STATE, FEDERAL** OR **BOTH**
- > THIS IS A CDBG FUNDED CONTRACT THROUGH THE DEPARTMENT OF HUD.

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) *City Supplement* The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: <u>http://www.bnibooks.com</u>

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip/</u>

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REQUIRED DOCUMENTS SCHEDULE

This table is intended to serve as a convenient tool for listing forms and documents required at different times. It is neither exhaustive nor must be considered a Contract Document by itself. Therefor, the users must review the entire Contract Documents and become familiar with the required documentation and the submittal schedule associated with each document.

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

The specified EOC forms are all available for download from the EOC Program's web site at:

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

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
1.	BID DUE DATE/TIME	ALL BIDDERS	Price Proposal Form		\checkmark
2.	BID DUE DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	\checkmark	
3.	BID DUE DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions	\checkmark	
4.	BID DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance	\checkmark	
5.	BID DUE DATE/TIME	ALL BIDDERS	Non-Lobbying Certification	\checkmark	
6.	BID DUE DATE/TIME	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure	\checkmark	
7.	BID DUE DATE/TIME	ALL BIDDERS	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	\checkmark	
8.	BID DUE DATE/TIME	ALL BIDDERS	Disclosure of Lobbying Activities	\checkmark	
9.	BID DUE DATE/TIME	ALL BIDDERS	Form AA05 – Design-Build List of Subcontractors		\checkmark
10.	BID DUE DATE/TIME	ALL BIDDERS	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate		
11.	BID DUE DATE/TIME	ALL BIDDERS	Form AA15 - Design-Build List of Subcontractors	\checkmark	
12.	BID DUE DATE/TIME	ALL BIDDERS	Form AA20 - Design-Build List of Subcontractors Additive/Deductive Alternate	\checkmark	
13.	BID DUE DATE/TIME	ALL BIDDERS	Form AA25 - Design-Build Named Equipment/Material Supplier List		\checkmark
14.	BID DUE DATE/TIME	ALL BIDDERS	Form AA26 - Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate		
15.	BID DUE DATE/TIME	ALL BIDDERS	Form AA30 - Design-Build Named Equipment/Material Supplier List	\checkmark	

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
16.	BID DUE DATE/TIME	ALL BIDDERS	Form AA31 - Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate	\checkmark	
17.	BID DUE DATE/TIME	ALL BIDDERS	Form AA50 - Subcontractors Past Participation List	\checkmark	
18.	BID DUE DATE/TIME	ALL BIDDERS	Form AA55 - Suppliers Past Participation List	\checkmark	
19.	BID DUE DATE/TIME	ALL BIDDERS	Form BB05 – Work Force Report		
20.	WITHIN 1 WORKING DAY OF BID OPENING	ALL BIDDERS	Federal Good Faith Documentations	$\sqrt{(if)}$ submitted with the Proposal)	WITHIN 1 WORKING DAY OF BID OPENING
21.	WITHIN 1 WORKING DAY OF PUBLIC RANKING MEETING	ALL BIDDERS	Proof of Valid DBE-MBE- WBE-DVBE Certification Status e.g., Certs.	$\sqrt{(if}$ submitted with the Proposal)	WITHIN 1 WORKING DAY OF PUBLIC RANKING MEETING
22.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.		
23.	WITHIN 10 WORKING DAYS OF BID OPENING	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: o Joint Venture Agreement o Joint Venture License		
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement		
25.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms – Performance Bonds and Labor and Materialmen's Bond		
26.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements		

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN	BY	WHAT	FORMS ARE DUE WITH:	
				TECHNICAL PROPOSAL	PRICE PROPOSAL
27.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug- Free Workplace		
28.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act		
29.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance		
30.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Phased Funding Schedule Agreement (when required)		
31.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Pre-Award Schedule (Phased Funded Contracts Only)		
32.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report		
33.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report		
34.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)		
35.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report		
36.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal		

DBE SPECIAL NOTICE

The City affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit Bids in response to this invitation.

This Federally assisted project includes goals for Disadvantaged Business Enterprise (DBE) participation. DBE goal commitments and good faith efforts shall be made prior to bidding. DBE commitments and good faith efforts made after the Bid opening will not be considered for the Award of Contract.

The Bidder's attention is directed to the following:

- 1. City of San Diego's General Equal Opportunity Contracting Program for all construction contracts. See the "WHITEBOOK" for more information.
- 2. The City's document titled "FUNDING AGENCY PROVISIONS FOR CONSTRUCTION CONTRACTOR REQUIREMENTS" incorporated in these specifications.
- 3. See the Required Documents Schedule for submittals

To the WHITEBOOK, GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS CONSTRUCTION CONTRACTOR REQUIREMENTS, Equal Employment Opportunity Outreach Program (A), **DELETE** in its entirety and **SUBSTITUTE** with the following:

A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, 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.

The following are the federally required subcontracting participation requirements for this contract:

Department of Housing and Urban Development (HUD):

Small Disadvantaged Business (SDB):	5%
Women-Owned Small Business (WoSB):	5%
HUBZone Small Business (HubZone):	3%
Service Disabled Veteran-owned Small Business (SDVoSB):	3%

For the purpose of achieving the mandatory subcontractor participation level (percentage), Additive or Deductive, and Allowance Bid Items will not be included in the calculation.

Pre-Bid Conference: A Pre-Bid Conference is scheduled for this project as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidder(s) of the submittal requirements and provisions relative to the Agency requirements.

Mandatory Conditions: Bid will be declared <u>non-responsive</u> if the Bidder fails any of the following conditions:

- 1. Submission of Good Faith Effort documentation, as required.
- 2. Attending the Pre-Bid Conference.

Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **1** Working Day of the Bid opening.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the design and construction of the Project as described in the RFP.

The Work shall be performed in accordance with:

- Design-Build Bridging Documents included as attachment to the RFP.
- **2. LOCATION OF WORK:** The location of Work is Citywide unless specified otherwise as follows:

Views West Neighborhood Park, 12880 La Tortola, San Diego CA 92129

- 3. CONTRACT TIME: The Contract Time for completion of the Work shall be 150 Working Days.
- 4. WAGE RATES: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> on the cover page of these specifications and when included in these specifications. See Funding Agency Provisions that follow this Invitation to Bid for more information.
- **5. INSURANCE REQUIREMENTS:** Upon receipt of the City's Notice of Intent to Award letter, the Contractor will be asked to submit all certificates of insurance and endorsements to the City.

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.

You must ensure all required insurance certificates and endorsements are submitted accurately and on time. Failure to provide the requisite insurance documents by the date stated in the City's Notice of Intent to Award will result in delay of contract award and may result in annulment of the contract award or other more severe sanctions as provided in the City's Municipal Code §22.0807(e),(3)-(5).

- 6. PHASED FUNDING: The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with sections 9-3 and 6-1 of the Supplementary Special Provisions (SSP) prior to award of Contract.
- 7. ADDITIVE/DEDUCTIVE ALTERNATES: The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Proposal (or RFP for Design-Build contracts). The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).

Tony Heinrichs, Director Public Works Department

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the City estimated Contract Price or the specified Task Order limits prior to the date of Bid submittal.

For Design-Build As-Needed contracts, if the total active work issued would limit the RFP for a new Task Order authorization to only 1 eligible firm of the short-listed firms, thus creating a non-competitive situation, that Task Order authorization(s) will be held until enough active work is deemed by the City to be completed and closed, thereby creating available eligibility for competition, or the City at its sole discretion can advertize a new open RFP for the needed project requirement.

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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- 2. CONTRACTOR REGISTRATION: Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. 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.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. 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 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- 8. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 9. AVAILABILITY OF PLANS AND SPECIFICATIONS: Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 10. QUESTIONS: Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to e-Bidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, SCOPe information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Contract Administration, Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. 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.

- 11. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. 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.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, 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 City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and 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.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

15. AWARD OF CONTRACT OR REJECTION OF BIDS: This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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.

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.

A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."

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.

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 Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

16. BID RESULTS: The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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. Due to time constraints, Bid results cannot be given out over the telephone.

17. THE CONTRACT: 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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.

18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

19. DRUG-FREE WORKPLACE:

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an inhouse employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Contract Specialist, Public Works Contracting Group.

20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the

provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

21. CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor_standards_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL: The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS56P, San Diego, CA 92101, Tel. 619-236-6000.

23. PAYROLL RECORDS: The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

26. LIMITED COMPETITION: When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <u>http://www.sandiego.gov</u>.

27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) 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**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

<u>Pre-award Schedule and Phased Funding</u> - For phased funded contracts, One of the Pre-award Submittals is the Pre-award Schedule which is a cost loaded CPM schedule prepared in accordance with section 6-1.1, "Construction Schedule." The Apparent Low Bidder (or the apparent winner in case of Design-Build contracts) shall review subsection 6-1.4, "Phased Funding" and submit the required information as specified.

CITY OF SAN DIEGO FUNDING AGENCY PROVISIONS FOR CONSTRUCTION CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS APPLY TO STATE, FEDERAL, OR BOTH FUNDED PROJECTS. IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE STATE AND FEDERAL REQUIREMENTS WILL CONTROL.

1) FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

For federally funded contracts when federal wage rates are required, 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 43 through 47 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. If there is 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, the Contractor or Subcontractor shall pay the higher of the two rates.

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.

For federally assisted project, the successful Bidder work shall be required to comply with President's Executive Order No. 11246, as amended and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions. 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.

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.

To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.

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.

2) STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

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

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

The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage 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 and shall apply to the previous wage rate. If the last of such predetermined wage rates expires during the life of the soft the life of the soft the life of the soft the previous wage rate shall apply to the balance of the contract.

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

3) WAGE RATES:

This contract shall be subject to the following Davis-Bacon Wage Decisions:

- General Decision Number: CA120001 01/06/2012 CA1
- Modification Number: 0
- Date: 01/06/2012

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

4) SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

5) FEDERAL LABOR STANDARDS PROVISIONS:

Federal Labor Standards Provisions

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:

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

(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

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	ref. Handbook 1344.1

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 l(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 for 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;

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form **HUD-4010** (06/2009) ref. Handbook 1344.1 (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 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

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form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

	paragraph.	
Previous editions are obsolete		form HUD-4010 (06/2009)
		ref. Handbook 1344.1

(3) Withholding for unpaid wages and liquidated damages. HUD

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

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

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

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

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

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

Previous editions are obsolete

form **HUD-4010** (06/2009) ref. Handbook 1344.1

6) AMENDMENTS TO THE CITY'S STANDARD EOCP REQUIREMENTS.

Amend the City's Standard Equal Employment Opportunity Construction Contract specifications as follows.

IX. Definitions. ADD the following for the purpose of these specifications:

Disadvantaged Business Enterprises (DBEs) are:

- entities owned and/or controlled by a socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively
- Historically Underutilized Business (HUB) Zone Small Business Concern (or a concern under a successor program)
- Small Disadvantaged Business (SDB)
- Women-Owned Business (WoSB)
- Service Disabled Veteran-owned Small Business (SDVoSB)

For the purpose of these requirements terms "Bid" and "Proposal," "Bidder" and "Proposer," "Subcontractor" and "Subconsultant," "Contractor" and "Consultant," "Contractor" and "Prime Contractor," "Consultant" and "Professional Service Provider," "Suppliers" and "Vendors," "Suppliers" and Dealers," and "Suppliers" and "Manufacturers" may have been used interchangeably.

ADD: XIII. Federal Equal Opportunity Requirements. All federally funded projects are subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit Contractor's compliance with the federal requirements set forth below.

A. <u>NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE</u> EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

- 1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2. 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:

	Goal
Minority Participation:	16.9%
Female Participation:	6.9%

- 3. 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.
- 4. 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.

- 5. 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.
- 6. 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.

B. EQUAL OPPORTUNITY CLAUSES.

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.

C. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS.

The Contractor is required to comply with the sixteen (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.

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 and/or participate in training programs for the area 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.

D. VIOLATION OR BREACH OF REQUIREMENTS.

If at any time during the course of the Contract there is a violation of the Affirmative Action/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.

E. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- 1. Work Force Report. Due at onset of project and updated monthly if new employees are hired to perform work within San Diego County.
- 2. Monthly Employment Report. Due every month. Report each individual construction employee working on the specific project by name, social security number, gender, ethnic/racial designation, craft, employee source (i.e., Union Hall, Apprenticeship Program, Other) hours worked on project during reporting period.
- 3. Total Current Work force. Due to the City by the 5th day of the subsequent month.
- 4. Monthly Invoicing Report listing All Subcontractors and Vendors. Due to the City by the 5th day of the subsequent month.
- 5. State of California Department of Transportation Payroll Report. Due to the City weekly.
- 6. For the purpose of monitoring prevailing wage requirements and EEO related compliance, employee interviews may be conducted by the City or its designated representative.
- 7. 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.
- 8. Public Works Contract Award Information, Division of Apprenticeship Standards. Public Works Contract Award information due from the prime and all subcontractors at onset of project for each trade subject to apprenticeship.
- 9. Statement of Compliance. Required on all prevailing wage projects; it shall accompany all certified payroll record submissions.

F. <u>RECORDS OF PAYMENTS TO DBEs.</u>

The Contractor shall maintain records and documents of payments to DBEs for 3 years following the NOC. These records shall be made available for inspection upon request by any authorized representative of the City, DOT, or both. The reporting requirement shall be extended to any certified DBE Subcontractor.

G. 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.

HUD Requirements

Good Faith Effort - Affirmative Steps:

Affirmative steps shall include the 6 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 Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.
- 7. DBE Potential Resources Centers. See Section H, "DBE Potential **Resources** Centers

H. DBE Potential Resources Centers

Solicit available DBEs whenever they are potential sources. The Contractor shall provide written solicitations to DBE sub-bidders at least 10 Working Days prior to the Bid opening date.

U.S. Small Business Administration	(415) 744-68
Name and Address	Telephone ar

Federal Agencies	(must be contacted):
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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

State Agencies (optional contacts):

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/supplierd iversity
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.
- 2Prime contractors shall use SUB-Net to post subcontracting opportunities. Prime 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
- 3Prime contractors shall use MBDA web portal to post subcontracting opportunities. Prime 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
- 4Based on the federal Disadvantaged Business Enterprise (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms.

5CPUC maintains a database of DBE-owned business enterprises and serves to inform the public.

I. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS.

The Good Faith Effort – Affirmative Steps Documentation shall be submitted within 1 Working Day of the Bid.

If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.

The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1200 THIRD AVENUE, SUITE 200, MS 56P SAN DIEGO, CA 92101 SUBJECT: GOOD FAITH EFFORT – AFFIRMATIVE STEPS DOCUMENTATION BID NO. <u>K-12-5168-DB1-3-B</u>

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

CONTRACT FORMS AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 3 day of 4, 20/2, by and between The City of San Diego [City], a municipal corporation, and 3-D Enterprise, Inc. [Design-Builder], for the purpose of designing and constructing the Views West Neighborhood Park ADA Upgrades Design-Build Contract [PROJECT]. City and Design-Builder are referred to herein as the "Parties."

RECITALS

- A. City desires to construct the Project located in the City of San Diego, California.
- B. City desires to contract with a single entity for design and construction of the Project, as set forth in this agreement.
- C. The City has issued a Request for Proposals [RFP] for K-12-5168-DB1B pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this agreement.
- G. Execution of this agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows.

INTRODUCTORY PROVISIONS

- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. All Exhibits referenced in this agreement are incorporated into the Contract by this reference.
- C. This agreement amends the Standard Specifications for Public Works Construction [The GREENBOOK], including supplement amendments set forth in the City of San Diego Supplement [City Supplement]. All changes and or additions are stated herein and all other provisions remain unchanged.

CONTRACT FORMS (continued) AGREEMENT

IN WITNESS WHEREOF, this agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to **Resolution No. R - <u>307552</u>** authorizing such execution.

THE CITY OF SAN DIEGO

Bv

Print Name: <u>Downs Prior</u> Principal Contract Specialist

9 Date:

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

ву Ву
Print Name: Kathenine A. Malcolm

Deputy City Attorney

Date:_ 1

CONTRACTOR By Print Name: Shawn Eliho 發展. Title: Vice President 7/25/12 Date:

City of San Diego License No.: <u>B1994008349</u> State Contractor's License No.: <u>021125</u>

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

3-D ENTERPRISES, INCORPORATED, a corporation, as principal, and <u>THE HANOVER INSURANCE COMPANY</u>, 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 <u>Six Hundred Forty-Seven Thousand Seven Hundred Twenty-Six</u> <u>Dollars and 00/100 (\$647.726)</u> for the faithful performance of the annexed contract, and in the sum of <u>Six Hundred Forty-Seven Thousand Seven Hundred Twenty-Six</u> <u>Dollars and 00/100</u> (<u>\$647.726</u>) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract <u>Views West Neighborhood</u> <u>Park ADA Upgrades Design-Build Contract</u>, Bid No. K-12-5168-DB1B, 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 (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

JULY 25 2012 Dated 3-D ENTERPRISES, INCORPORATED Approved as to Form and Legality Principal By Printed Name of Person Signing for Principal Jan I. Goldsmith, City Attorney THE HANOVER INSURANCE COMPANY B Ny Attorney Surety By Attorney-in-fact GLADYS ROGERS, 10509 VISTA SORRENTO PARKWAY, SUITE 310 Approved: Local Address of Surety SAN DIEGO, CA 92121 Downs Prior, Principal Contract Specialist Local Address (City, State) of Surety 9/13/12 858-200-4111 Local Telephone No. of Surety Premium \$ 8,196.00 Bond No._____

	RNIA ALL-PURPOSE OWLEDGMENT
State ofCalifornia)	
County of <u>San Diego</u>)	
On before me,	Audrey Rodriguez, Notary Public (here insert name and title of the officer)
personally appeared Gladys Rogers	
WITNESS my hand and official sea	AUDREY RODRIGUEZ Commission # 1902485 Notary Public - California San Diego County My Comm. Expires Sep 2, 2014
ADDITIONA	AL OPTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUME	INT
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages Document Date	·
(Additional information)	
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	
(Title) □ Partner(s) ☑ Attorney-in-Fact □ Trustoc(s) □ Other	
Signer is Representing: Surety Company	

,

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY

CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint BROOKE LAFRENZ, LARRY D. COGDILL, MICHAEL THOMAS, GLADYS ROGERS, AUDREY RODRIGUEZ

Of Del Mar, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows: Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-In-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-In-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1992 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 12th day of July, 2010.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA Many Joanne Anderson, VICe President
Robert K. Greinnan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER)ss.

On this 12th day of July, 2010 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the Individuals and officers described herein, and acknowledged that the seals affixed to the preceding Instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



いがっがっ Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Cltizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1992 Massachusetts Bay Insurance Company; Adopted September 7, 2001 -Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 25TH day of

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA Steppen L. Brault, Assistant Vice President

JULY

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CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Views West Neighborhood Park ADA Upgrades Design-Build Contract

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 INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;



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 hυ Printed Name Title

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Views West Neighborhood Park ADA Upgrades Design-Build Contract

I declare under penalty of perjury that I am authorized to make this certification on behalf of

, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("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 <u>25</u> Day of <u>July</u> , <u>2012</u> .	
$\int da = c$	
Signed	-
Printed Name Shaw Elihu	_
Title Vice Rresident	

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:

Views West Neighborhood Park ADA Upgrades Design-Build Contract

(Project)

as particularly described in said contract and identified as Bid No. **K-12-5168-DB1-3-B**; SAP No. **S-10031**; and **WHEREAS**, the specifications 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	, 2	
Dated this	DAY OF	<u>, 2</u>	

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 <u>Contractor named in the</u> 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

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

First Phased Funding Schedule Agreement

Final Phased Funding Schedule Agreement

NOTE:

THIS IS A SAMPLE PHASED FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: K-12-5168-DB1-3-B

CONTRACT OR TASK TITLE: Views West Neighborhood Park ADA Upgrades
Design-Build Contract

CONTRACTOR: 3-D Enterprises, Inc.

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Entire project per Contract	NTP	150 Working Days	647,726 \$
	Additional phases to be added			
	to this form as necessary.			
Total		l ter anna tha anna tha anna tha anna anna an		647,726 \$

Notes:

- (1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.
- (2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 PRICES.
- (3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

OWNER:	CITY OF SAN DIEGO Public	CONTRA	ACTOR: 32 Enterprises, Inc
By:	TodelRSchmit, works	By:	alls
	Project Manager & Department Name		S.Elihu, Vice President
Date:	7-20-2012	Date:	7/25/12

- END OF PHASE FUNDING SCHEDULE AGREEMENT -

Phased Funding Schedule Agreement Attachment C Views West Neighborhood Park ADA Upgrades Design-Build Contract 63 | Page

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SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's."

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

Certificate of Compliance – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Certificate of Compliance – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

Contract Documents – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bid, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bid or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

Limited Notice To Proceed – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

The Normal Working Hours shall be 8:30 AM to 3:30 PM.

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 3093.

Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-1.2.2 Joint Venture Contractors. To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf

2-3.2 Self Performance. MODIFY the first paragraph by waiving the requirement for the Contractor to self perform at least 50% of the Contract Price.

2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

2-5.2 Precedence of Contract Documents. To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last
- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for <u>Design-Build</u> contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for <u>Design-Build</u> contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for <u>Design-Build</u> contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**. Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

2-5.3.1 General. DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines (d). ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

2-5.5 As-built Drawings. ADD the following:

As-built Drawings shall be the responsibility of the Contractor.

2-6 WORK TO BE DONE. ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to posses valid appropriate license(s) for the Work being performed.

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

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

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

2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

2-11 INSPECTION. ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

ADD: 2-17 CONTRACTOR REGISTRATION. The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <u>https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</u>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs. To the City Supplement, item (a) Labor, 1st and 2nd paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at http://www.sandiego.gov/eoc/pdf/payrollreport.pdf to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. First paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

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

The Contractor shall employ and pay for the services of qualified inspection entity to perform specialty inspection services as specified here:

1. Concrete

4-1.3.5 Special Inspections. To the City Supplement, ADD the following:

Special Inspection and testing by the Special Inspectors shall meet the minimum requirements of the prevailing Codes and by the City's Development Services Department (DSD) and reference in http://www.sandiego.gov/development-services/industry/special.shtml

4-1.5 Certificates of Compliance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

4-1.5 Certificates of Compliance. DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4-1.6 Trade Names or Equals. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.
 - i. The City will respond to the Contractor's substitution proposal by at least 3 Working Days prior to the Bid due date. If the City fails to respond to the Contractor's substitution proposal within the specified time period, the substitution proposal will be deemed denied.
 - ii. The Contractor may bring forward a substitution proposal after Award that was denied based on the City's failure to respond by submitting a "Cost Reduction Proposal" in accordance with 3-1.3.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.
- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.2 Commencement of Work. To the GREENBOOK and City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.

For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For the Design-Build contracts, the Design-Builder shall not begin construction of the Project or any portions thereof until the Engineer approves the design for the Project or portion thereof. No payment shall be made for any construction Work performed prior to the Engineer's approval. Applications for payment for such work shall not be binding on the City.

6-1.4 Phased Funding. To the City Supplement, ADD the following:

This contract is subject to Phased Funding.

ADD: 6-1.8 Pre-construction Meeting. Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

ADD: 6-8.1 Completion. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.1 Completion. The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

6-8.2 Acceptance. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.2 Acceptance. Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

6-8.3 Warranty. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

6-8.3 Warranty. Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 - 2. DWT Construction (requires manufacturer's warranty)
 - 3. LED signal modules (requires manufacturer's warranty)

- 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

ADD: 6-8.4 Latent and Patent Defect Warranty. For Design-Build contracts, the Contractor shall warrant to City that the construction, including all materials and equipment furnished as part of the construction, shall be free of latent and patent defects in materials and workmanship. The City will first provide the Contractor an opportunity to correct or replace any latent and patent defect at its own cost and expense, if notified by the City within 4 years after the date of Acceptance for patent deficiency and 10 years for a latent deficiency. If the Contractor fails to repair and replace the reported deficiency, the City will repair the deficiency and charge the Contractor for the repair.

6-9 LIQUIDATED DAMAGES. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

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 this contract.

ADD: 7-3.1 Policies and Procedures.

a) You must procure the insurance described below, at your 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.

- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.
- e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.
- d) All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

- a) 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").
- b) All costs of defense must be outside the limits of the policy.

7-3.2.5 Contractors Builders Risk Property Insurance.

- a) You must provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance must be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits must be 100% of this contract value of the Work plus15% to cover administrative costs, design costs, and the costs of inspections and construction management.
- b) Insured property must include material or portions of the Work located away from the Site but intended for use at the Site, and must cover material or portions of the Work in transit. The policy or policies must include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies must cover the cost of removing debris, including demolition.
- c) The policy or policies must provide that all proceeds thereunder must be payable to the City as Trustee for the insured, and must name the City, you, Subcontractors, and Suppliers of all tiers as named insured. We as Trustee will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
- d) Any deductible applicable to the insurance must be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles must be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant must pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City must be entitled to 100% of its loss. You must pay the City any portion of that loss not covered because of a deductible, at the same time the proceeds of the insurance are paid to the City as trustee.
- e) Any insured, other than the City, making claim to which a deductible applies must be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies must provide that the City is entitled to 30 days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

ADD: 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 Eligible Surplus Lines Insurers (LESLI 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.

ADD: 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.

ADD: 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.
 - 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.
 - 2. 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 the Contractor's 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.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 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.

7-3.5.2 Builders Risk – **Partial Utilization.** If we desire to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this contract, we will notify you and you must immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies must not be cancelled or lapse on account of any such partial use or occupancy. You must obtain the endorsement prior to our occupation and use.

ADD: 7-3.6 Deductibles and Self-Insured Retentions. You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

ADD: 7-3.7 Reservation of Rights. We reserve 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. We 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.

ADD: 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.

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

ADD: 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance)

- a) For contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), etc. by you) for all of your employees or Subcontractors who provide professional engineering services under this contract, you must keep or must require your Subcontractor keep in full force and effect, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- b) You must ensure both that: (a) the policy retroactive date is on or before the date of commencement of the Project; and (b) the policy will be maintained in force for a period of 3 years after completion of the Project or termination of this contract whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
- c) If professional engineering services are to be provided solely by the Subcontractor, you must (a) certify this to the City in writing and (b) agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) Limits for this insurance must be not less than the following:

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

c) By signing and returning this 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 will 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.

7-5 PERMITS, FEES, AND NOTICES. To the City Supplement, DELETE item e) in its entirety.

7-5.3 Payment. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The payment for applying for and obtaining the required permits shall be included in the various Bid items unless a Bid item has been provided.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

7-10.1 Traffic and Access. To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing. To the City Supplement, 1st paragraph, ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

7-10.6 Traffic Plate Bridging. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):
 - Table 7-10.6(A) Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m) 1'-11" (0.58 m) 2'-7" (0.80 m) 3'-5" (1.04 m) 5'-3" (1.6 m)	1/2" (13 mm) 3/4" (19 mm) 7/8" (22 mm) 1" (25 mm) 1 1/4" (32 mm)

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
 - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
 - Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

7-13.2 Access for Disabled Persons. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

For Design-Build contracts, the Design-Builder shall warrant and certify that all Project Plans and Specifications prepared in accordance with this contract shall meet all current requirements of the California Building Code, California Code of Regulations, Title 24 (Title 24) and the Americans with Disabilities Act (ADA) and the ADA Standards for Accessible Design. When a conflict exists between the ADA Standards for Accessible Design, Title 24 and the WHITEBOOK - City Supplement, the most restrictive requirement shall be followed. As a condition precedent to Award of this contract, the Design-Builder shall submit to City the Design-Builder Certification for Title 24/ADA Compliance.

The Design-Builder shall comply with all portions of the ADA and Title 24. (For specific services and public accommodations, The Design-Builder may contact the Office of the Americans with Disabilities Act, Civil Rights Division, U.S. Department of Justice, P.O. Box 66118, Washington, D.C. 20035-6118; phone number (202) 514-0301.) The Design-Builder acknowledges and agrees that the Design-Builder is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. The Design-Builder and contractors will be individually responsible for administering their own ADA and Title 24 program.

Code Implementation:

- a) The 2010 Americans with Disabilities Act (ADA) regulations will take effect on April 15, 2011.
- b) The 2010 ADA Standards for Accessible Design will take effect on April 15, 2012. Designers may choose either the 1991 ADAAG or the 2010 ADA Standards if the project is to be designed before the adoption date but all new construction and alteration projects must comply with the 2010 ADA Standards if construction is to start on or after April 15, 2012.
- c) The 2010 California Building Code, California Code of Regulations, Title 24 will take effect on January 1, 2011.

The Design-Builder shall pay all claims, costs, losses and damages incurred by the City in undertaking remedial action to correct City determined violations of ADA or Title 24. To effectuate remedial action, the City will issue a Change Order incorporating the necessary revisions in the Construction Documents. The City will be entitled to an appropriate decrease in the Contract Price, and, if the Parties are unable to agree as to the amount thereof, The City may unilaterally issue the Change Order.

ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

207-17.1 General. ADD the following:

All House Connection Sewer Laterals shall use acceptable stainless steel shielded couplings manufactured by Mission, Fernco or approved equal.

ADD: 207-17.2.3 Pipe Manufacturer. Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

207-26.1.1 Polymer Concrete Water Meter Boxes. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Boxes and covers to be installed in traffic areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading. Boxes and covers to be installed in non-traffic areas shall have reinforced polymer concrete reader lids designed for A-10 traffic loading in accordance with ASTM-C857. Traffic areas are defined as any location in which vehicular traffic is evident or highly likely under normal conditions. Non-traffic areas are locations with no vehicular traffic. Covers shall have a logo reading "PUD WATER" as well as the manufacturer's name or logo cast in the polymer concrete surface. A cover and lid selected at random shall be tested. The cover and lid shall support without failure a total vertical load of at least 1,000 pounds, when supported in a horizontal position in the meter box. The load shall be applied to the center of the lid by a cylindrical pin, 1,952" in diameter, supported on a 2-thick rubber pad.

Unless provided for as a separate Bid item, payment for Polymer Concrete Box shall be included in the Bid item for water services.

207-26.1.5 Polyvinyl Chloride Pipe 2" Only. To the City Supplement, DELETE in its entirety.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD: 210-6 Anti-graffiti Coating. Anti-graffiti coating shall be as manufactured by Monopole, Inc. (or approved equal).

Materials shall be applied as specified below:

- a) 1st Coat: Aquaseal ME12 (Item 5200)
- b) 2nd Coat: Permashield Base (Item 6100)

- c) 3rd Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)
- d) 4th Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)

SECTION 216 – DETECTABLE WARNING TILES

216-1.2 Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral micro-texture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 800 - REVEGETATION, MAINTENANCE, AND MONITORING

800-1 GENERAL. The Contractor shall execute and submit the revegetation supplemental agreement, when included in the Contract Documents. The revegetation items of Work shall commence within 30 days after the Work that necessitated revegetation is completed. The provisions of Section 2-3, "SUBCONTRACTS" shall not apply to the independent supplemental agreement. The Contractor shall limit staging areas to described areas as identified in the Biological Technical report included in the Contract Documents.

The Contractor shall comply with Section 212, Section 308, except as follows:

800-1.1 Terms and Responsibilities. For the purpose of these specifications the following definitions and descriptions of the responsibilities shall apply:

Project Biologist – An independent third party consultant employed by the Contractor or City and is responsible for overseeing the Protection of Existing Biological Resources requirements and the entire revegetation program. **The Project biologist shall not be the same as the Revegetation Contractor**. Project Biologist shall review and become familiar with the Contract Documents and shall function under the direction of the Engineer. The Project Biologist shall be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in habitat restoration and shall be qualified to perform United States Fish and Wildlife Service protocol focused sensitive species surveys as outlined in the biological technical report, CEQA document, local, state and federal resource agency permits or a combination for the Project.

The Project Biologist may be hired by the City if so specified in the Special Provisions.

Revegetation Plan – **Unless specified otherwise,** for <u>Design-Build</u> contracts, document prepared or commissioned by the City and included in these specifications containing important details on procedures, materials, and methods applicable to protection of biological resources, revegetation, and maintenance and monitoring of installed vegetation.

When specified, Revegetation Plans prepared by the Contractor for native habitat creation or restoration shall be consistent with the City's Biology Guidelines.

Revegetation Contractor - The planting and plant establishment work shall be performed by a qualified Revegetation Contractor or Subcontractor with Class C-27 license to implement the Revegetation Plan and will be responsible for maintenance of the revegetation and erosion control areas for **the specified Plant Establishment Period (PEP)**. The Revegetation Contractor shall possess landscape contractor and pesticide/herbicide licenses. In the event the application of pesticides/herbicides is required it shall be done by an individual or firm possessing the pesticide/herbicide license. The Revegetation Contractor shall demonstrate knowledge of native vegetation and invasive weed identification associated with upland and wetland vegetation communities and non-native invasive plants. The Revegetation Contractor shall be responsible for training all personnel working in the revegetation sites and be familiarized with revegetation site boundaries, the requirements of the revegetation effort as it pertains to them, and any other information that the Project Biologist determines is necessary for the success of the revegetation program (such as protection of existing adjacent upland and wetland areas). The Revegetation Contractor shall implement the Revegetation Plan in accordance with recommendations provided by the Project Biologist and Engineer.

Plant Supplier – Plant Supplier may be the Project Biologist or a qualified native plant nursery. The plant supplier shall have at least 2 years experience in the propagation of native plants and shall be responsible for prorogating containerized plant materials according to these specifications.

Seed Supplier - Seed Supplier may be the Project Biologist or Plant Supplier and shall have at least 2 years experience collecting seeds for restoration projects. The Seed Supplier shall hold a valid Department of Agriculture Inspection Certificate. The Seed Supplier shall be responsible for collecting necessary quantities of specified plant species for use in the revegetation phase of the Project.

Multiple Habitat Planning Area (MHPA) - Multiple Habitat Planning Area administered by the City's Multiple Species Conservation Program (MSCP). The MHPA is a system of environmentally sensitive areas given special protections. Work conducted within the MHPA typically requires monitoring by the Project Biologist and may require additional special studies or impact avoidance measures. If such monitoring, studies, or avoidance measures are necessary, they will be outlined in the attached CEQA Document, Site Development Permit (if applicable), and these specifications.

Environmentally Sensitive Lands (ESL) – Environmentally Sensitive Lands administered by Development Services Department through the environmentally Sensitive lands regulations and the City's Landscape Regulations. ESL are steep slopes and native habitat given special protection. Work conducted within the MHPA typically requires monitoring by the Project Biologist and may require additional special studies or impact avoidance measures. Refer to CEQA Document and Site Development Permit (if applicable) for more information.

Plant Establishment Period (PEP). Error! Bookmark not defined. – The specified period of time required to ensure successful initial establishment of revegetation materials installed as directed in the specifications and drawings. The PEP begins upon acceptance of installation of all revegetation and extends for the specified plants establishment period. PEP shall be 120 days for native plants **unless otherwise specified**. The PEP may be extended under specific circumstances as described elsewhere in these specifications.

Revegetation Maintenance and Monitoring Period - Period of time required to ensure long-term establishment and health of revegetation; 25 months for native plants, **unless otherwise specified**. Maintenance and Monitoring begins upon completion and acceptance of the PEP and extends for the specified duration. It can be extended if the revegetation does not meet specific performance criteria in accordance with the Revegetation Plan.

800-1.2 Environmental Protection. Before the commencement of any clearing, grubbing, or excavations in unpaved areas, including ESL as defined in City Municipal Code 143.01, canyons and other vegetated areas, all responsible parties under control of the Contractor shall meet at the Site with the Engineer and the Project Biologist. The Contractor shall ensure prior to any activity at the Site that all laborers are aware of the limits of construction areas.

800-1.3 Protection of Biological Resources. The Contractor shall protect existing landscape, existing native vegetation, and other biological resources within the limits of Work, except as specifically authorized to the contrary by the plans, the CEQA Document, the attached local, state, and federal resource agency permits, or other written notice from a person or agency possessing proper authority to grant such an exception.

The Contractor may remove or damage existing vegetation only within the "Construction Corridors" identified in the Plans. The Project Biologist shall approve and locate the "Construction Corridors" in the field. If the Contractor damages areas outside the identified "Construction Corridor", the Contractor shall mitigate, in accordance with the direction of the Project Biologist and Engineer, the areas at the Contractor's own expense. The Contractor shall protect all ornamental landscape and existing native vegetation outside the limits of the work. The Contractor shall restrict all construction activities to within the construction corridor.

Additional vegetation protection, scheduling, noise abatement, and wildlife survey requirements may be imposed by CEQA Document or by local, state, and federal permits. The Project Biologist shall flag or otherwise make known such areas and requirements and shall further coordinate Work to comply with these requirements. The Contractor shall comply with all biological resource protection requirements. Any damages to biological resources given specific protection by these specifications, the drawings, the CEQA Document, or by local, state, and federal permits shall be mitigated in accordance with the direction of the Project Biologist and Engineer at the Contractor's own expense and shall be submitted for approval by any local, state, or federal agency permitting authority associated with those impacts.

No work shall be allowed within or adjacent, as determined and directed by the Project Biologist, to environmental sensitive habitats between March 1 and August 15 due to the breeding season of the Coastal California Gnatcatcher.

800-1.4 Construction Fencing. The Contractor shall construct orange construction fencing at all locations along the construction corridors.

The Contractor shall be responsible to schedule with Engineer and Project Biologist the flagging of the construction corridor prior to any clearing and grubbing activity. After approval of the corridor alignment, Contractor shall install construction fence and shall maintained it until the end of the specified PEP.

Construction fencing minimum 3' high shall be staked at no less than 10' on center with metal fence stakes. At each stake, the material shall be fastened with a minimum two nylon ties.

800-1.5 Responsibilities and Restrictions for the Contractor While Working in Unpaved Areas. Construction personnel shall be instructed about the sensitive nature of the native vegetation and constraints within the vegetated areas identified on the Plans. Construction-related activity outside of the public right-of-way of local roads including equipment travel and access, clearing, grubbing, grading, excavation, stockpiling of excavated material and storage of materials, and equipment and vehicles shall be limited exclusively to the construction corridor area identified on the Plans and shown or described in attached environmental documents and permits.

The following restriction shall apply to all construction areas located within vegetated areas:

- a) No construction personnel or associated vehicles shall enter vegetated areas that are outside the "Construction Corridor" as identified on the Plans and as defined by the Project Biologist and the Engineer.
- b) Pets shall be prohibited on construction site(s) and within adjacent habitat areas.
- c) Catering trucks are prohibited on the construction site(s).

- d) For concrete washouts refer to water pollution control sections of theses specifications.
- e) Litter, including tobacco debris, is prohibited on the construction site(s), either from construction or food packaging.
- f) Equipment maintenance and pollution control shall be in accordance with 7-8, "WORK SITE MAINTENANCE."
- g) Access to the construction site(s) shall be via the Construction Corridor.
- h) To reduce the possibility of fire, NO SMOKING shall be allowed within vegetated areas.
- i) Additional restrictions may be listed in the attached CEQA Document, local state or federal permits, or a combination.

800-1.6 Construction Access Routes. Vehicle and equipment traffic shall enter into the canyons or other unpaved areas only through the routes identified as "Construction Corridor" on the Plans. Within the "Construction Corridor" surface vegetation can be removed only as necessary to provide safe passage for foot and vehicle traffic. Care shall be taken to minimize impacts to existing vegetation to the extent possible. Where possible, vegetation shall be trimmed, pruned or mowed instead of being cleared. Impacted areas shall be revegetated according to the Contract Documents. The Contractor is advised to investigate Site conditions prior to Bid.

800-1.7 Biological Monitoring and Reporting. This work shall include all the required biological monitoring and reporting of the revegetation and erosion control from the notice to proceed from the Engineer through acceptance of the PEP, in accordance with these special provisions, as shown on the Plans, as directed by the CEQA Document and other acquired local, state, and federal permits, and the direction of the City's Mitigation Monitoring Section (MMC) via the Engineer.

800-1.7.1 General. The Contractor shall retain a qualified Project Biologist. Verification documentation shall be provided and approved by the MMC at least 30 days prior to the Pre-Construction Meeting. If the proposed Project Biologist is not approved, the Contractor shall submit and obtain approval of an alternate City qualified Project Biologist at no additional cost to the City prior to start of Work.

Once approved, the Project Biologist shall attend the pre-construction meeting to present and coordinate the revegetation portion of the Project.

800-1.7.2 Monitoring. The Project Biologist shall observe and monitor all construction activities in or near vegetated areas or other areas designated or regulated as sensitive biological resources by City, state, and federal regulations or described as such by the **attached Biological Technical Report** provided in the Contract Documents. During the construction work in the sensitive areas, the Project Biologist shall be present on Site no less than two days per week to insure fulfillment of all of the monitoring requirements referenced in these specifications and its attachments. The Project Biologist shall be on-site at the start of all excavation and clearing and grubbing activities.

The Project Biologist shall be responsible for monitoring all construction activities in unpaved areas for compliance with these contract documents and its attachments. The Project Biologist shall report directly to the Engineer any Site conditions, work activity, or work product that does not comply with the Contract Documents or its attachments.

The Project Biologist shall have authority and responsibility, via the Engineer, to immediately stop Work in areas of the Project where an unpermitted take of existing biological resources would result from continued construction activity.

Project Biologist shall be the sole authority for interpreting, via the Engineer, the intent of the attached Biological Technical Report, Revegetation Plan, CEQA Document, Site Development Permit, or both and resource agency permits, and these specifications, and shall provide specific information and direction to the Engineer and the Contractor as shown in the Contract Documents.

The Project Biologist shall attend and perform the Site observation visits in accordance with these specifications.

800-1.7.3 Reporting. The Project Biologist shall prepare letter reports to document the completion of plant and seed installation and the PEP. The letter reports shall include review of the clearing, grubbing, and installation activities as well as the success standards at the end of the PEP and any remedial measures required. Any additional reporting requirements contained in the CEQA Document, Site Development Permit, or both and the Revegetation Plan shall be followed.

800-1.8 Landscape Materials. Materials selected by the Contractor shall be subject to written approval of the Engineer via Project Biologist.

800-1.8.1 Topsoil. The Project Biologist shall be responsible for determining suitability of on-site topsoil material.

If import of topsoil is determined to be necessary, Class B topsoil from a comparable site shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Biologist prior to delivery. Topsoil shall be weed free upon delivery, or treated as specified for weed eradication. Topsoil stockpiled for later installation shall not be stockpiled for more than 1 week.

800-1.8.2 Soil Fertilizing and Conditioning Materials. No fertilizers shall be used for any aspects of planting and seeding unless directed otherwise by the Project Biologist.

800-1.8.3 Mulch. Mulch shall be created from on-site vegetation as approved by the Project Biologist. If additional mulch is required, straw mulch shall be derived from rice plant material; animal bedding straw shall not be used. Straw shall be un-decayed, clean, and free of weeds, seeds, and debris.

800-1.8.4 Seed. The Contractor shall arrange for seed material to be collected for the sole purpose of the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, and the Revegetation Plan. The Contractor shall submit copies of seed collection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.

Seed shall be collected from the Project vicinity (e.g., within a 10-mile radius) unless otherwise approved by the Engineer. Imported seed shall be ordered, delivered, separated, and containerized by species.

Application rate (lbs./acre) for seed types not conforming to specified percentage of seed purity and germination shall be approved by Project Biologist using current test results. Increased seed quantities shall be furnished by Contractor at Contractor's cost.

The Contractor shall be responsible for providing seed that has been pre-treated by known methods for each species of plant seed as defined in Emery, Dara E. 1988, Seed Propagation of Native California Plants, Santa Barbara Botanic Garden, Santa Barbara California.

800-1.8.5 Container Stock. The Contractor shall arrange for native container stock (e.g. 1 gallon, etc) plants in all areas except access paths, to be selected for installation at the appropriate rate (e.g. 2000 plants per acres, etc), for the Project in accordance with these specifications, the CEQA Document, Site Development Permit, state or federal permits, or combination, and the Revegetation Plan. The Contractor shall submit copies of container stock selection contract agreement, within 30 days of Contract award, to the Engineer for approval by the Project Biologist.

Container stock shall be collected from a Plant Nursery (e.g., within a 25-mile radius) qualified to propagate and care for native plant species.

800-1.8.6 Installation, Maintenance, and Reporting. The Contractor shall arrange for installation of temporarily irrigated native hydroseed or container stock as recommended by the Engineer and Project Biologist. Installation shall occur during rainy season (Oct 1-Feb 15), and Project Biologist shall recommend a temporary irrigation plan. For installation outside rainy season (Feb 15-Oct 1) the Contractor shall first obtain the Engineer's approvals, and a comprehensive irrigation plan must be developed and submitted for review by the Contractor. All installation timing, watering and maintenance, as well as schedules shall be submitted to the Engineer for approval prior to installation.

Project Biologist shall prepare and submit an installation, and progress reports about success criteria (e.g. plants installed, health, 20% PEP install coverage, 30% end of PEP cover, and 40% at the end of revegetation), and recommendations to City Engineer bi-weekly during PEP, every 3 months after PEP acceptance by City Engineer to ensure success of revegetation.

800-1.8.7 Plant Inspection. The Revegetation Contractor shall notify the Engineer and the Project Biologist 48 hours before each plant delivery so the plants can be inspected and approved prior to planting.

- a) Nomenclature: The scientific and common names of plants herein specified conform to the approved names given in the following references:
 - i. Native Plants "The Jepson Manual: Higher Plants of California" third printing (1996) published by the University of California Press, and updates in the Jepson Online Interchange of California Floristics, University of California Berkeley.
 - ii. Non-native Plants "Western Garden Book" published by Sunset Publishing, Menlo Park, CA. for Non-native plants.
- b) Labeling: Each group of plant materials delivered on-site shall be labeled clearly as to species and variety. Patented plants (cultivars) required by the plant list shall be delivered with a property plant patent attached.
- c) Quality and Size: Plants shall be Vigorous, healthy, well-proportioned as verified by the Engineer and Project Biologist. Plants which are even moderately "overgrown," or are showing signs of root girdling, decline, lack of vigor or stunted growth, shall be subject to rejection. Plants larger in size than specified may be used with the approval of the Engineer and the Project Biologist. The use of larger plants shall not cause any change in Contract Price.
- d) The PEP as specified in the Special Provisions shall not begin until all plants have been installed and the Work has been accepted by the City's Mitigation Monitoring Section (MMC) via the Engineer.

800-1.8.8 Erosion Control Matting. Erosion control matting shall be BonnTerra America, Coconut Straw Blanket #CS2, (70% straw, 30% coconut fiber), or approved equal. Matting shall be anchored in accordance with manufacture recommendations.

800-1.8.9 Herbicides and Pesticides. Post-emergent herbicide for all areas shall be Rodeo, Round-Up, or approved equal. All other herbicides, insecticides, fungicides or other similar chemicals shall be approved by the Project Biologist prior to use.

800-1.8.10 Samples. The Contractor shall furnish seed samples upon request by the Engineer or the Project Biologist. Samples of $\frac{1}{2}$ lbs of each species or premixed seed mix may be requested by the Project Biologist or the Engineer, to be drawn at time of delivery to mitigation site.

800-1.8.11 Substitutions and Changes. The Contractor shall submit to the Engineer and the Project Biologist any proposed substitutions or other changes to the specified seed mixes or container plant lists in accordance with 4-1.6, "Trade Names or Equals" at least 30 days prior to installation.

800-1.9 Clearing.

800-1.9.1 General. Prior to the removal of any vegetation, the Project Biologist shall verify that proper limits of the "construction corridors" identified on the Plans have been established in accordance with these specifications. Clearing shall include the removal of existing vegetation by various methods, selected by the Contractor and approved by the Engineer and Project Biologist. Clearing be coordinated closely with the Project Biologist.

Clearing shall include or be coordinated with the following items as shown on the Plans or specified in these specifications.

- a) Protection of environmental and built features to remain.
- b) Furnishing and applying water.
- c) Dust control.
- d) Erosion control.
- e) Maintenance of project appearance.
- f) Trash removal.

Clearing shall be done at the locations identified as the Construction Corridor on the Plans. Removal of vegetation shall not occur without the Project Biologist on-site. The Project Biologist shall monitor all site clearing activities.

800-1.9.2 Salvage Existing Topsoil and Vegetation. The existing vegetation that will be removed during clearing of the Site shall be retained on Site and ground to a coarse grade of mulch for reapplication in accordance with this subsection. Prior to any excavation that may occur, vegetation shall be removed and the top 8" of topsoil shall be removed and stored. Existing native and approved non-native habitat vegetation removed during clearing at the Site shall be retained on Site and ground to a coarse grade of mulch for re-application of top soil placement. Cleared vegetation from areas of the Project classified as ruderal or otherwise dominated by invasive exotic weed species, as determined by the Project Biologist, shall not be included in the mulch and shall be properly disposed of.

800-1.9.3 Storage of Existing Topsoil and Vegetation. The salvaged topsoil and mulch shall be stored at a location on Site that is approved by the Engineer or Project Biologist. The mulch shall be stored separately from the topsoil. The top soil and the mulch shall be protected and covered by means of an impermeable tarp.

Creation of brush piles from cut and brushed vegetation that may become a fire hazard shall be avoided. Vegetation not to be salvaged shall be chipped, cut, or both to pieces of 12" or less, then removed, buried, or adequately spread out as directed by the Project Biologist.

800-1.10 Watering. Alternative irrigation methods e.g., water truck and hand watering shall be approved by the project Biologist and the Engineer.

800-2 LICENSED REVEGETATION CONTRACTOR.

800-2.1 General. When required in the Contract Documents, a licensed Revegetation Contractor shall be retained to perform landscape and revegetation work. The Revegetation Contractor or Subcontractor shall submit and obtain the Engineer's approval of the following no later than the Preconstruction Meeting:

- a) Landscape contractor license
- b) Pesticide/herbicide license
- c) One successfully completed native habitat revegetation project of similar size and complexity in Southern California that include provisions for long term maintenance and monitoring with a current contact reference. Cited project shall detail nature of revegetation project including location, jurisdiction, agency approvals required and nature of contractual relationship (i.e. subcontractor to the contractor, hired by the agency, etc.).

If the proposed licensed Revegetation Contractor is not approved, the Contractor shall re-submit and obtain approval of an alternate licensed Revegetation Contractor at no additional cost to the City prior to the start of the Construction Work and subject to <u>process provided under Public Contract Code</u> <u>Section 4107</u>.

800-2.2 Site Observation Visits for Revegetation. Observations by the Engineer and Project Biologist shall be for the purpose of determining compliance with Plans and Specifications, intent, workmanship, and clean-up. The Contractor or its authorized representative shall be on Site at the time of each site observation. Observations, clearances, inspections or other activities required or necessary for protection of environmental resources are separate from this work and are described in Part 1, the CEQA Document, and acquired local, state, and federal permits.

The Contractor shall receive written notification of all deficiencies and shall correct all deficiencies prior to requesting the next inspection. Each deficiency shall be resolved by the Contractor no later than 72 hours after oral or written notification from the Engineer. Failure to comply in the time frame defined herein will result in suspension of contract payment, a stop work order, or both until such time that the deficiency is resolved and approved by Engineer and Project Biologist.

In addition to normal progress inspections, the Contractor shall schedule and conduct the following formal inspections, giving notice to Engineer and Project Biologist a minimum of 7 days prior to readiness to conduct the following Site observations:

- a) Site observation of all revegetation Site areas after clearing and grubbing and prior to any excavation or plant material installations.
- b) Site observations immediately prior to seed application, planting, or both.

Site observation of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract. Other observations, clearances, and monitoring activities are required in subsequent sections.

Upon completion of seeding and erosion control installations in vegetated areas, a punch list will be prepared by Project Biologist documenting any outstanding items to be completed or corrected. Contractor shall complete the punch list items within 10 days. Delay of completion of punch list items will delay the beginning of the specified PEP. Acceptance and written approval by the Engineer will establish the beginning of the PEP.

800-2.3 Earthwork and Topsoil Placement. For the purpose of this part, ADD the following to 308-2.1, "General:"

Finished soils in the upper 3' of all excavated areas in the vegetated area shall be predominately free of clay and sand. The Contractor shall not use subsurface soils from the deepest parts of the excavation unless specifically approved by the Engineer and Project Biologist.

The Contractor shall perform minor ground contouring (grading) at the direction of the Engineer in accordance with the Project Biologist's recommendations, and in accordance with the plans and specifications to establish the proper topography essential to the revegetation effort.

800-2.3.1 Topsoil Preparation and Conditioning Procedures. The salvaged topsoil shall be reapplied to the disturbed areas prior to planting and seeding. The topsoil shall be free of rocks and all clods of greater than 1". The Contractor shall match existing elevations of adjacent untouched native soils and shall provide natural drainage to the maximum extent possible. Compaction within revegetation areas will not exceed 75% standard proctor within the top 8" of soil. Compaction testing will be required, if deemed necessary by Engineer and Project Biologist, to verify specifications have been achieved. Overly compacted soils shall be de-compacted by ripping or tilling as directed by the Project Biologist.

800-2.3.4 Soils Testing. Soils in areas to be revegetated, including sub-soils and existing topsoil, shall be tested for soil fertility and agricultural suitability if directed by the Project Biologist.

The Contractor shall collect 1 composite soil sample from the specified revegetation area. Sample location shall be approved by Engineer and Project Biologist.

Tests shall be conducted and evaluated by a qualified soils scientist from an approved soils laboratory approved by Project Biologist and Engineer.

Soil analysis shall include measures of salinity (ppt), soil ph, soil percolation, sodium absorption ratio (SAR), and all water-soluble nutrients. In evaluating soil samples, soil analysis shall account for seasonal variation and shall make recommendations regarding soil amendments based upon the vegetation to be established in each area.

The Project Biologist shall evaluate the soils lab recommendations to determine if additional soil preparation requirements will be necessary prior to seeding.

The payment for soil testing shall be included in the Revegetation Maintenance and Monitoring Program lump sum Bid item.

800-2.3.5 Amending Site Soils. If soils analysis indicates soil amendments are necessary, specified amendment materials shall be evenly spread over designated planting areas and shall be thoroughly incorporated to a uniform soil depth of 6" by rototilling a minimum of 2 passes, the second pass perpendicular to the first pass. Soil amendment application rates shall be determined by Project Biologist and the approved laboratory following analysis.

800-2.3.6 Weed Eradication. The eradication of exotic plant species shall be required prior to any revegetation efforts. 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 starthistle (Centaurea melitnesis), cocklebur (Xanthium sp.), castor bean (Ricinus communis), annual beardgrass, and Bermuda grass (Cynodon dactylon), etc.) within the Site. All weedy species shall be cleared approximately 2 weeks following herbicide application unless authorized by the Project Biologist.

The Project Biologist shall be requested to review the weed species with the Revegetation Contractor prior to start of weeding. Revegetation shall not be allowed until weeds are removed from within the construction corridor indicated on the Plans. Volunteer species, as determined by the Project Biologist, may be left in-place to supplement the revegetation. Desirable native plants as identified by the Project Biologist shall not be removed.

The Project Biologist shall inspect the revegetation site prior to planting and during revegetation.

Manual weed eradication. If temperature and weather conditions permit, solarization shall be used to eradicate weeds and their seeds by applying white or black plastic sheeting over the weedy areas for approximately 2-3 weeks, as directed by the Project Biologist. Weed seedlings and sprouts shall be removed before attaining 12" in height and before producing seed.

No herbicides shall be used following the initial weed eradication unless authorized by the Project Biologist. Herbicides shall be limited to use on only the noxious species such as fennel, poison hemlock, bermuda grass, tamarisk, tree tobacco, pampas grass and giant reed and used only under the direct supervision of the Project Biologist. The herbicide shall be applied immediately after cutting of stems or branches. The Project Biologist shall monitor exotic species eradication.

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

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

Pulled weeds and debris shall be transported and disposed of properly off-site immediately to prevent any seed dispersal on the Site.

800-2.4 Finish Grading. For the purpose of this part, ADD the following to 308-2.4, "Finish Grading:"

Pre-existing grades and natural drainage courses shall be reestablished to their original grade and contour, in accordance with the direction of the Engineer and Project Biologist.

Final grading shall be acceptable to Engineer before planting operations will be allowed to commence.

The topsoil preparation and conditioning and preparation of the final grade shall be included in the lump sum bid item for Revegetation and Erosion Control.

800-2.5 Planting. For the purpose of this part, DELETE the first sentence in 308-4.1, "General" in its entirety and SUBSTITUTE with the following:

The Contractor shall replant unpaved portions of the pipeline alignment that are disturbed by the construction activity. The Contractor shall use only the types, sizes, and quantities of plant materials required by the plans and specifications, and permit conditions. The Contractor shall use quantities that will meet revegetation success criteria at the end of the specified PEP in accordance with 308-6, "MAINTENANCE AND PLANT ESTABLISHMENT."

Planting and seeding shall be performed after October 15 or before February 1 of any given calendar year. Seed installation outside of this time frame may take place when approved by the Project Biologist. Phasing of the installation will be acceptable based upon the progress of the construction, as approved by the Engineer and the Project Biologist. Specific planting times shall be limited to those periods when weather and soil conditions are suitable in accordance with locally accepted ecological, horticultural practice, or both as approved by the Engineer and the Project Biologist.

The Contractor shall be responsible for managing the Site and performing planting, maintenance, and corrective measures 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 maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the Contract Time.

The layout of locations for plants and outlines of areas to be seeded shall be approved on the Site by the Engineer and the Project Biologist. Container plant material and container plants shall be set by the Contractor in their final locations and approved by the Project Biologist prior to their planting.

800-2.6 Erosion Control Planting. For the purpose of this part, DELETE 308-4.91, "General" in its entirety and SUBSTITUTE with the following:

Erosion control planting shall be for slope protection and prevention of eroded sediments. Habitat restoration planting shall be for mitigation of habitats impacted by construction and shall attempt to create naturally appearing and functioning plant communities.

800-2.7 Seeding and Mulching. For the purpose of this part ADD the following to 308-4.9.3, "Seeding and Mulching":

Seeding shall be performed in accordance with 308-4.8, "Lawn Planting" and as follows.

Seeding shall be performed prior to application of any natural fiber matting, rice straw, etc. to ensure seeds' direct contact with the soil.

If seed application occurs between November and March, the seed shall be covered with natural fiber matting, rice straw, or another mulch cover, as directed by the Engineer or Project Biologist.

Seeding shall be started only after soil preparation and finish grading has been completed and accepted.

800-2.8 Hydro Seeding. Hydro seeding materials specified in the Special Provisions or as shown on the Plans shall conform to the following:

Type 11 Mulch (Bonded Fiber Matrix) Wood Fiber Mulch shall consist of:

a) Wood fiber - Wood fiber shall be clean, natural non-recycled wood fiber processed to contain no germination or growth inhibiting factors, using nontoxic dye to facilitate metering of materials, manufactured in such a manner that after addition and agitation in slurry tanks with fertilizer, seed, water, and other approved additives, fibers in material will become uniformly suspended forming a homogeneous slurry that when hydraulically sprayed on ground, forms a blotter like ground cover impregnated uniformly with seed; which after application, will allow moisture, rainfall to percolate to underlying soil. Suppliers shall certify that their product meets all foregoing requirements based on testing.

b) Stabilizing emulsion - Stabilizing emulsion shall be a concentrated liquid chemical that forms a film upon drying and allows water and air to penetrate. The films shall be non-flammable and shall have an effective life of at least 1 year. Stabilizing emulsion shall be nontoxic to plant or animal life and nonstaining to concrete or painted surfaces. In the cured state, the stabilizing emulsion shall not be re-emulsifiable. The material shall be registered with and licensed by the State Department of Food and Agriculture, as an "auxiliary soil chemical".

Hydroseeding shall be applied as follows:

- a) The Contractor shall coordinate with the Engineer to gain access to the Site, and to prearrange for the hydro seed slurry mixing.
- b) Spray all areas with a uniform, visible coat using the green color of the mulch as a guide. The slurry shall be applied in a sweeping motion, in an arched stream so as to fall like rain allowing the mulch fibers to build on each other until a good coat is achieved and the material is spread at the required rate per acre. The Contractor shall use care not to drag spray hoses over existing plant material and shall attempt to spray from the edges of the planting areas whenever possible.
- c) Slurry mixture which has not been applied to the planting areas within 4 hours after mixing will be rejected and shall be removed from the Site at the Contractor's expense.
- d) Slurry spilled into areas outside the limits of work shall be cleaned up at the Contractor's expense to the satisfaction of the Project Biologist and the Engineer.
- e) The Contractor shall coordinate with the Project Biologist to assure the Site is properly prepared prior to hydro seeding.
- f) The Contractor shall be responsible for repairing all ruts.
- g) Areas requiring grading, as determined by the Engineer, shall be repaired prior to hydro seeding. Where insufficient seed germination has occurred, the area shall be reseeded every 10 days until adequate germination has been confirmed by the Project Biologist.

800-2.9 Container Planting. Actual planting shall be performed during those periods when weather and soils conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Engineer or Project Biologist. No planting shall be done in any area until it has been satisfactorily prepared in accordance with these Specifications. The Contractor shall obtain approval from the Project Biologist of planting pit locations prior to planting. Plants shall be planted and watered as herein specified immediately after the removal from the containers. Containers shall not be cut prior to placing the plants in the planting area.

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. The Contractor shall provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

Pits for container-grown plants shall be dug 2 times as deep and 3 times as wide as the container. Large clods shall be broken up and the sides of the pits should be scarified. The planting hole shall be filled with water. The water shall be allowed to percolate into the subsoil. Plants shall be thoroughly watered in their containers before planting. Native backfill material shall be placed into the bottom of the hole, moistened and tamped, and mounded slightly. Plants shall be centered in each pit in a vertical position so that the top of the root ball is set 1" above the finish grade. The pits shall be backfilled with soil thoroughly settled by water application. Two 21-gram plant tablets shall be added on opposite sides of the planting hole. An earthen berm shall be constructed around each plant. The reservoir berm for 1 gal plantings shall be a minimum of 12" in diameter and 2" in height. Thoroughly hand-water the basin. Allow to soak and repeat.

800-2.10 Erosion Control Matting. Construction corridors steeper than a 3:1 slope shall receive erosion control matting after grading and seeding have been completed.

800-2.11 Maintenance and Plant Establishment. Section 308-6, ADD the following:

After planting is completed, a field notification in writing will be issued to the Contractor to establish the effective beginning date of the PEP. The PEP shall be as specified in the Special Provisions and shall be extended by the Engineer if in the City's sole discretion:

- a) In addition to the PEP, additional planting is required to achieve the required performance standard e.g., 100% vegetative cover at the end of the Maintenance, and
- b) Monitoring Program described in this part, or other corrective work becomes necessary.

The Contractor shall notify the Engineer to schedule monthly inspections for the first 4 months to verify germination and establishment. After the first four months, and if the PEP is still in effect, inspections shall occur **in accordance with the Special Provisions**. The Contractor shall notify the Engineer of required inspections for the specified maintenance and monitoring period (e.g., 6 months, 12 months, 24 months (pre final), and 25 months or 60 months (final)).

The Contractor shall be responsible for immediately controlling any insect infestations and diseases that may spread throughout the revegetated areas. The use of pesticides shall require prior approval by the Engineer and Project Biologist.

The Contractor shall be responsible for the monitoring and control of herbivore activity within revegetated areas and shall inform the Project Biologist within 24 hours of discovery, who shall then prescribe remedial action. Remedial action, such as fencing and protective cages, shall be provided at the Contractor's expense.

Native vegetation and branch drop shall be retained in place unless removal is specially required. Removal of vegetation shall be pre-approved by the Project Biologist and the Engineer.

The Contractor shall remove and dispose off-site all non-organic debris. Removal of trash and litter shall continue on a regular basis during the PEP. Organic debris resulting from weed and exotic plant removal shall be removed from the site(s) and disposed of in accordance with 7-8, "WORK SITE MAINTENANCE."

The Contractor shall maintain silt and construction area fences on a continual basis throughout construction activity and the PEP.

The Contractor shall monitor for erosion within revegetation areas and shall prohibit gullies, rill and sheet erosion, bare soil areas and silt deposition from occurring. Erosion control shall emphasize prevention. Repair of eroded areas may include redirection of dissipation of the water source and recontouring of soil followed by seeding, mulching, and planting as directed by Engineer.

The Contractor will be notified in writing that Work and the PEP have been accepted or that the PEP has been extended to correct any deficiencies remaining.

800-2.12 Revegetation Maintenance and Monitoring Program. When the PEP is completed to the satisfaction of the Engineer, a revegetation maintenance and monitoring program [Monitoring Program] shall commence in accordance with the Special Provisions. The Contractor shall perform the Monitoring Program in accordance with the terms of the Revegetation Maintenance and Monitoring Contract, included in the Contract Documents. The Engineer will issue a field notification to the Contractor to establish the commencement date of the Monitoring Program. The Contractor's obligation will be satisfied upon the contractor's obligations and work performed in accordance with the Revegetation Maintenance and Monitoring Contract.

800-2.13 Warranty and Replacements. Where seeded areas show signs of failure to grow at any time during the life of the contract and where seeded areas are so injured, damaged, dead or diseased as to render them unsuitable for the intended purpose, the Contractor shall reseed these areas within 30 days of receipt of written notice by Engineer at no additional cost to the City.

Seed species used for reseeding shall be the same species and quantity in accordance with the original seed list. Reseeding shall be furnished without cost to the City.

The Contractor's warranty period may be extended in cases where plants are slow to establish. If the Contractor fails to replace plants within the 30 day time limit, Engineer may replace them at Contractor's expense 5 Working Days after written notice to the Contractor.

The Contractor shall not be held responsible for failures due to vandalism and Acts of God during warranty period. Such conditions which exempt Contractor from the warranty shall be documented in writing by Contractor and delivered to Engineer within 1 month of occurrence.

800-2.15 Payment. The payment for items of Work described in Section 800, "REVEGETATION, MAINTENANCE, AND MONITORING" shall be included in the following Bid items as applicable unless specified otherwise in the Supplementary Special Provisions (SSP), Extended Revegetation Maintenance and Monitoring Contract, or both:

- a) Clearing and Grubbing: Payment for removal and disposal of the existing vegetation, trash, and other objects shall be included in the unit price Bid item for Clearing and Grubbing.
- b) Construction Fencing and Access Route: Payment for the construction of temporary facilities e.g., access routes and fencing shall be included in the unit price Bid item for Construction Fencing and Access Route.
- c) Revegetation and Erosion Control: Payment to complete planting, irrigation installation, erosion control and maintenance during the PEP for the landscape, irrigation and erosion control shall be included in the lump sum Bid item for Revegetation and Erosion Control.
- d) Monitoring and Reporting: Payment for Biological Monitoring and Reporting activities throughout the initial plantings and the PEP shall be included in the lump sum Bid item for Monitoring and Reporting.
- e) Revegetation Maintenance and Monitoring Program: Payment for the monitoring, reporting, and maintenance work required during the extended period beyond the PEP (PEP) and in accordance with the Revegetation Maintenance and Monitoring Contract including furnishing the required reports, site observations, and bond(s) shall be included in the lump sum Bid item for Revegetation Maintenance and Monitoring Program i.e., 25 months **unless otherwise noted**.

SECTION 801 – WATER POLLUTION CONTROL

801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

ADD the following:

The Contractor shall comply with the following post-construction requirements:

Inlet Markers

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **CEQA Exemption Notice for Views West Neighborhood Park ADA Upgrades Design-Build Contract, Project WBS No. S-10031,** as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the CEQA Exemption Notice as set forth in Contract Appendix.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

APPENDIX A

CEQA NOTICE OF EXEMPTION

		NOTICE OF	EXEMPTIC	DN
(Check a	me or both)			
TO:	X RECORDER/COUNTY C P.O. BOX 1750, MS A 1600 PACIFIC HWY, R SAN DIEGO, CA 9210	-33 оом 260	FROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
	OFFICE OF PLANNING 1400 TENTH STREET.			
	SACRAMENTO, CA '95			
PROJECT	No.: WBS - S-10031.02.06	PROECT TITLE: VIE	WS WEST NEIG	HBORHOOD PARK ADA UPGRADES
PROJECT	LOCATION-SPECIFIC: The proj	ect is located northwest o	f the intersection	n of Pine Manor Court and La Tortola in the
Rancho I	Penasquitos Community Plannin	ng Area.		
PROJECT	LOCATION-CITY/COUNTY: Sat	Diego/San Diego		
DESCR	TION OF NATURE AND PERPOSE	OF THE PROJECT - VIEW	VS WEST NEICH	BORHOOD PARK ADA UPGRADES: The
				include accessible pathways; addition of fo
parking	spaces; ADA upgrades to the	comfort station, picnic	area and conce	ssion stand; and ADA upgrades to the
children	's play area. Applicant: City	of San Diego, Engineer	ing and Capita	Projects Department.
NAME OF	PUBLIC AGENCY APPROVING P	ROJECT: City of San Die	go	
NAME OF	PERSON OR AGENCY CARRYIN			
				al Projects Department
			Street, San Dieg 619-533-5107.	
EXEMPT	STATUS: (CHECK ONE)	1 1010.	017 555 5101.	
()	MINISTERIAL (SEC. 21080(b))			
()	DECLARED EMERGENCY (SEC EMERGENCY PROJECT (SEC. 2			
() (X)	CATEGORICAL EXEMPTION: 1			accoment or Reconstruction
()	STATUTORY EXEMPTIONS:	5501- Existing Facultues	and 15.502-100p	nacement of reconstruction,
REASONS	WHY PROJECT IS EXEMPT: The	City of San Diego condu	ucted an Initial S	tudy which determined that since the project is
				ay resources. Furthermore the project meets the
				naintenance, or minor alteration of existing pul
				econstruction of existing structures and faciliti
and wher	e the exceptions listed in CEQ2	A Section 15300.2 would	not apply.	
LEAD AG	ENCY CONTACT PERSON: Herr	mann	T	ELEPHONE: (619) 446-5372
IF FILED F	IV APPLICANT:			
1.	ATTACH CERTIFIED DOCUMENT			
2.	HAS A NOTICE OF EXEMPTION I () YES () NO	SEEN FILED BY THE PUBLY	C AGENCY APPRO	DVING THE PROJECT?
LT IS HERI	BY CERTIFIED THAT THE CITY O	of San Diego has deteri	MINED THE ABOV	VE ACTIVITY TO BE EXEMPT FROM CEQA
Mit	& Hunan.	Serio Plan	n	8/13/10
SIGN/Det	erme /	270,000,17 00,00	\sim	DATE
CHECK O	NE:			
	ED BY LEAD AGENCY	DA	ATE RECEIVED R	OR FILING WITH COUNTY CLERK OR OPR:
) SIGNE	D BY APPLICANT			

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 10F 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	130210110	October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. PURPOSE

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

2. AUTHORITY

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

Reference

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

3. DEFINITIONS

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

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

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

4. POLICY

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER D1 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 40F 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT

for removal of the meter.

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

5. EXCEPTIONS

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

6. MOBILE METER

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

CITY OF SAN DIEGO		NUMBER DI 55.27	DEPARTMENT			
DEPARTMENT INS SUBJECT FIRE HYDRANT METER P FORMERLY: CONSTRUC PROGRAM)	ROGRAM	PAGE 10OF 10	Water Department EFFECTIVE DATI October 15, 2002			
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backflow, v		artment property (i.e. fi), the cost of repairs or cord (applicant).				
		Wat	er Department Director			
2. Construction To Sewer		Meter Application & Maintenance Related Activities With No Return continuation of Service				
	APPI	ENDIX				
Administering Division:	Customer Suppor	t Division				
Subject Index:	Construction Met Fire Hydrant Fire Hydrant Met Meters, Floating o Mobile Meter Program, Fire Hy	er Program or Vehicle Mounted				
Distribution:	DI Manual Holde	olders				

Civer Son Diego Application	For Fire	(EXHIBIT A)	For Office NS Rec: 1	Use Only
Hydrant Me	eter		Date: Vice State	By The State State State
Department . METER SHO	P 610 527 744	9 -	THE R. P. S. SHOWNER	199 7 W. 7 8 20 28 20 29 39
Carinito Chalas + San Diego, Californio 92105-5097 • FA Neter Information	X 619 527 312		te: Requested	Install Date;
Fire Hydrant Location: (Attach detailed n	nap, Thomas Bros. I	map location or con	struction drawing.)	
	- 20			
Specific Use of Water:				
Any return to Sewer or Storm Drain, if so	, explain:			
		50		
Estimated Duration of Meter Use:			Check Box if	Reclaimed Water
Company Information				
Company Name: .				-
Mailing Address				
City:	State:	Zip Code:	Phone: ()	
*Business License #:		*Contractor Licen	se #:	4
"A copy of the Contractor's License and/or Bu	siness License is requi	red at the time of mete	er lesuance.	
Name and Title of Agent:			Phone: ()	
Site Contact Name and Title:	2 (14 - 194 x	A Markets	Phone: ()	
Pager #:	and the second s	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	- Cell : ()	
Responsible Party Name:		The second second	Title:	n Andrew States Contractions
Social Security or Cal ID #:			Phone: ()	
Signature:			Date:	
Guarantees payment of all charges resulting from the us	e of this meter. Insures that	employees of this organizati	on understand the proper use of	Fire Hydrant Meter.
Fire Hydrant Meter F	Removal R	onuest		
	iemoval m			
Check Box to Request Removal		Requeste	d Removal Date:	
Provide current Meter location if differe	nt from above:			
Signature:		Title:		Date:
Change (Pager: ()		
Phone: ()		Pager: ()		
position	For Of	fice Use Only		CRISTLAND Read March 1960
City Meter	the second se			
CIS Account #	1.1. The second s second second se	Deposit Amount \$	Fees Am	ount 38 Contraction
Meter Serial #:	()]制制		Meter Make & Style: S	制制建制
Backflow #:		Backflow Size:	Meter Make & Style:	
Name:		Signature:		Date:
\$1,10	8.45 - FOR 24	HR INSTALLATIO	N FHM	App Greated: 11/2/00

.....

"Exhibit B"

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CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

"Exhibit C"

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter #______, located at (<u>Meter location address</u>) ends in 60 days and will be removed on or after (<u>Date authorization expires</u>). Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.L) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx + xxxx.

Sincerely,

City of San Diego Water Department

	Hydrant Meter cate/Removal I	(EXHIBIT D)	NS Reg Date	Office Use Only FHM Fac #: By
Date:	to (xoox) x		nd-deliver to the Cit 2707 Caminito Choi	
Meter Information		24	San Diego, CA	92105
Billing Account #:		Requested Mo	ove Date:	
Current Fire Hydrant Meter L	ocation:			
New Meter Location: (Attach	a detailed map, Thomas Bro	os map location or o	onstruction drawing.)
Company Informati Company Name:	on			
Mailing Address				
City:	State:	Zip Code:	Phone: ()	
Name and Title of Requestor	;		Phone: ()	
Site Contact Name and Title			Phone: ()	Constant in the
Pager #		化過能即	Cell ;: ()	·····································
Responsible Party Name aut	norizing relocation fee:			
Signature:	Title:	.	Date:	
Check Box to Request Provide current Meter locatio	eter Removal F Removal of Above Meter In if different from above:	Request	ed Removal Date:	
Signature:		Title:		Date:
Phone: ()		Pager: ()		
CIS Account #:	For C	ffice Use Only Fees Amount: \$		
Motor Serial #:		Size:	Make/Style	CARL: AND F
A REAL PROPERTY AND A REAL	THE REPORT FOR THE OWNER AND A DRIVE TO THE	COLUMN DATASE CONTRACTOR		
Backflow #:		Size:	Make/Style	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C

SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123							Contractor's Name:				
	t Name:	Contractor's Address:									
SAP N	o. (WBS/IO/CC)										
City Purchase Order No.							or's Phone	#:		Invoice No.	
Resident Engineer (RE):						Contract	or's Fax #:			Invoice Date:	
RE Pho	one#:	RE Fax#:				Contact 1	Name:		Billing P	eriod:	
Item #	Item Description					s Estimate	This E	stimate	Totals t	o Date	
nem #	ttem Description	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	6		í.			
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	I	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
б	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00	2					
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					1					
Chang	e Order 1	4,890									-
Items 1	1-4				\$11,250.00						
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
Change	e Order 2	160,480									
Items 1	1-3		(\$95,000.00						
Item 4	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)	6					
Item 5-	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00		,				
100 Mar 100	e Order 3 (Close Out)	-121,500									
	Deduct Bid Item 3		53	-500.00		0					
	Deduct Bid Item 4	LS	-1	45,000.00					-		
Items 3	3-9	_	1	-50,500.00	(\$50,500.00)			Total			-
	SUMMARY							This	s -	Total Billed	\$0.00
A. Original Contract Amount				2			Ret	tention an	d/or Escro	w Payment Sche	dule
B. Approved Change Order 1 Thru 3		1					Total Rete	ntion Requ	uired as of	this billing	
	al Authorized Amount (A+B)								- 14 - 17 - 17 - 17 - 17 - 17 - 17 - 17	PO or in Escrow	
	al Billed to Date						12.02.02.00.00.0			ransfer in Escrow	l.
E. Less	s Total Retention (5% of D)						Amt to Re	lease to Co	ontractor fr	om PO/Escrow:	
-	s Total Previous Payments										
	ment Due Less Retention	1		1		Contract	or Signatu	re and Da	te:		
- second -	naining Authorized Amount						I	1	[

ATTACHMENT D

CONTRACT FRONT END VOLUME 2

City of San Diego

CONTRACTOR'S NAME: 3-D Enterprises, Inc. ADDRESS: U300 Sorrento Valley Rd, 255, 5D, crt 92/2/ TELEPHONE NO.: 858 20204/0 FAX NO.: 858 2020432 CITY CONTACT: ELIF CETIN, 600 B Street Suite 800 MS 908A. San Diego, CA 92101 Email: ecetin@sandiego.gov, Phone 619-533-5107, Fax 619-533-5476 CG/NB/cgz

CONTRACT DOCUMENTS





VIEWS WEST NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT

VOLUME 2 OF 2

BID NO.:	K-12-5168-DB1-3-B	
RFP NO.:	5168	
SAP NO.:	<u>S-10031</u>	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	GB	
CDBG NO.:	B-08-MC-06-0542	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- > PREVAILING WAGE RATES: STATE, FEDERAL OR BOTH
- > THIS IS A CDBG FUNDED CONTRACT THROUGH THE DEPARTMENT OF HUD.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY

TABLE OF CONTENTS

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.

DESCRIPTION

PAGE NUMBER

1.	Bid/Proposal
2.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under
	23 USC 112 and PCC 7106
3.	Contractors Certification of Pending Actions
4.	Equal Benefits Ordinance Certification of Compliance
5.	Lobby Prohibition, Certification and Disclosure
6.	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
7.	Disclosure of Lobbying Activities
8.	Disclosure of Lobbying Activities Continuation Sheet
9.	Design-Build Proposal
10.	Price Proposal Forms (Design Build)129-131
11.	Form AA05 – Design-Build List of Subcontractors
12.	Form AA10 - Design-Build List of Subcontractors Additive/Deductive Alternate
13.	Form AA15 - Design-Build List of Subcontractors
14.	Form AA20 - Design-Build List of Subcontractors Additive/Deductive Alternate
15.	Form AA25 - Design-Build Named Equipment/Material Supplier List
16.	Form AA26 - Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate137
17.	Form AA30 - Design-Build Named Equipment/Material Supplier List
18.	Form AA31 - Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate139
19.	Form AA50 - Subcontractors Past Participation List
20.	Form AA55 - Suppliers Past Participation List

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to 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, or ganization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded. conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted ______

(2) Name of each member of partnership [indicate character of each partner, general or special (limited):

(3)	Signature	(Note:	Signature	must be	made by a	general	partner)
(-)		<				0	·

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		Full Name and Character of partner
	(4) (5)	Place of Business (Street & Number) City and State Telephone No. Facsimile No.
	(6)	Telephone No Facsimile No
IF /		ORPORATION, SIGN HERE:
	(1)	Name under which business is conducted 3-DENTEIPrises, Inc
		Signature, with official title of officer authorized to sign for the corporation:
		(Signature) Shahrokh Elihu
		(Printed Name)
		Vice President
		(Title of Officer)
	(4) (5)	$\begin{array}{c} (Impress Corporate Seal Here)\\ \hline \\ Incorporated under the laws of the State of \\ Place of Business (Street & Number) \\ \hline \\ City and State \\ \hline \\ Sch \\ \hline \\ \\ \\ Sch \\ \hline \\ \\ \\ Sch \\ \hline \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ $
TH	ΕF	OLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:
lice	nse	rdance with the "INVITATION TO BIDS", the bidder holds a California State Contractor's for the following classification(s) to perform the work described in these specifications: SE CLASSIFICATION $\begin{tabular}{lllllllllllllllllllllllllllllllllll$
LIC	EN	SE NO. $U21125$ EXPIRES $U30$, 2013
		cense classification must also be shown on the front of the bid envelope. Failure to show classification on the bid envelope may cause return of the bid unopened.
TA	X II	DENTIFICATION NUMBER (TIN):
		Address: office@3d-nf.com

BIDDING DOCUMENTS

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.

1 2-_Title NCC Presiden Signature

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____,2___.

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

(NOTARIAL SEAL)

· ·

	Jurat						
State of California							
County of San Diego	·						
Subscribed and sworn to (or affirmed) before me 20 <u>12</u> by <u>Shahrokh Elihu</u> proved to me on the basis of satisfactory evidence							
Outer Outer Cecilia Galvan Signature (Notary seal) Cecilia Galvan Signature Signature Commission # 1951834 Notary Public - California San Diego County My comm. Expires Sep 11, 2015							
OPTIONAL	INFORMATION						
DESCRIPTION OF THE ATTACHED DOCUMENT Bid Proposal (Title or description of attached document)	INSTRUCTIONS FOR COMPLETING THIS FORM The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.						
(Title or description of attached document continued) Number of Pages <u>3</u> Document Date <u>2/22/12</u> (Additional information)	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed. Print the name(s) of document signer(s) who personally appear at the time of notarization. Signature of the notary public must match the signature on file with the office 						
Example of an oath or affirmation to be asked by the notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply affirmatively.)	 Signature of the holdry public must match the signature of the with the office of the county clerk. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form. Additional information is not required but could help to ensure this jurat is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. 						
notary prior to signing: "Do you swear or affirm that the statements made in the attached document are true to the best of your knowledge?" (The affiant must reply	 Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form. Additional information is not required but could help to ensure this jurat is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Securely attach this document to the signed document 						

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California)
County of $SUNDego$) ss.
Shahrokh Elinu, being first duly sworn, deposes and
says that he or she is
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.
1005
Signed:
Title: VICE Riesident

Subscribed and sworn to before me this ______ day of _____,20___

Notary Public

(SEAL)

	Jurat								
State of California County of San Diego									
Subscribed and sworn to (or affirmed) before me on this 22 day of <u>February</u> , 20 <u>12</u> by <u>Shahrokh Elihu</u> , proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.									
Bulla Coulum Signature	(Notary seal) (Notary seal) (Notary Public - California San Diego County My comm. Expires Sep 11, 2015								
OPTIONAL	_ INFORMATION								
DESCRIPTION OF THE ATTACHED DOCUMENT Non-Collusion Affidavit (Title or description of attached document) (Title or description of attached document continued)	 INSTRUCTIONS FOR COMPLETING THIS FORM The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process. State and County information must be the State and County where the 								
(Title or description of attached document continued) Number of Pages 1 Document Date	 document signer(s) personally appeared before the notary public. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed. Print the name(s) of document signer(s) who personally appear at the time of notarization. Signature of the notary public must match the signature on file with the office of the county clerk. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form. Additional information is not required but could help to ensure this jurat is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. 								

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 ten 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 ten 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:

Contractor Name 3-DEnterprises, Inc
Certified By S, Eliko Title Viee President
Name Date 22212
Signature
USE ADDITIONAL FORMS AS NECESSARY

•

	BID	DING DOCUMEI	<u>NTS</u>	
	ENEFITS ORDINANCE		For additional informat	ion, contact: SAN DIEGO
CERTIFIC	ATION OF COMPLIANCE			EFITS PROGRAM
			202 C Street, MS 9A,	
		NASS RA	Phone (619) 533-3948	
		MPANY INFORMAT		
Compony Nam			Contact Name:	Q FI hu
Company Nam			~	S.Elihu
Company Add		lley Kd, 265	Contact Phone:	858 202 0410
	San Drego, cA	92121		shawn@3d-nt-ca
AA		NTRACT INFORMA		
Contract Title	: RFP Views West Neig	hoor hood parl	- ADA Upgrades	Start Date:
Contract Num	ber (if no number, state location):	K-12-5168-1	DB1-3-B	End Date:
			ANCE REQUIREMENTS	
The Equal Ber	efits Ordinance [EBO] requires the C	ity to enter into contra	cts only with contractors w	no certify they will provide
	qual benefits as defined in SDMC §22			
Contracto	r shall offer equal benefits to employe	es with spouses and e	mployees with domestic pa	rtners.
Benefit	s include health, dental, vision insura	nce; pension/401(k) pl	ans; bereavement, family,	parental leave; discounts,
child ca	re; travel/relocation expenses; emplo	yee assistance program	ns; credit union membershi	p; or any other benefit.
Any be	nefit not offer an employee with a spo	use, is not required to t	be offered to an employee	with a domestic partner.
	r shall post notice of firm's equal ben ollment periods.	efits policy in the workp	place and notify employees	at time of hire and during
1	r shall allow City access to records, w	hen requested, to conf	irm compliance with EBO r	equirements.
	r shall submit EBO Certification of Co		•	
	immary is provided for convenience.			1
	ov/administration.			
	CONTRACTOR EQUA	L BENEFITS ORDIN	ANCE CERTIFICATION	
Please indicat	e your firm's compliance status with			
\mathbf{k}	I affirm compliance with the EBO	because my firm (con	tractor must <u>select one</u> re	ason):
	Provides equal benefits to spo	uses and domestic pa	rtners.	
	V Provides no benefits to spouse	•		
	Has no employees.			
	□ Has collective bargaining agreer	ment(s) in place prior to	January 1, 2011, that has	not been renewed or
	expired.			
	I request the City's approval to pay			
	verify my firm made a reasonable			
	agree to notify employees of the a			
	domestic partners and to continue	to make every reasor	hable effort to extend all a	vailable benefits to
	domestic partners.			
	or any contractor to knowingly submit the execution, award, amendment, or			
	of perjury under laws of the State	•		0 (74
	/ firm understands the requirement			
	e duration of the contract or pay a c			
			' 71 17 E	
フィドノ	J. VIPE VIESIdent	/		
S.Elih		(Signature	
2.K/11/	Name/Title of Signatory		Signature	
S.£.(()) Receipt Date	Name/Title of Signatory	OFFICIAL CITY USE □ Approved		

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. <u>Conditions on use of funds</u>

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. <u>Certification and Disclosure</u>

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. <u>Certifications must be filed:</u>

- (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. <u>Disclosure Forms-LLL</u> 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, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046 (See reverse for public burden disclosure)

 1. Type of Federal Action: a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance 4. Name and Address of Reporting I 	 Status of Federation bid/offer/ap b. initial awar c. post-award 	bplication d 5. If Reporting	 3. Report Type: a. initial finding b. material change For Material Change Only year quarter date of last report Entity in No. 4 is a Subawardee, Enter Name 			
A Prime □ Subawarde Tier	e , if known:	and Address of I	Prime:			
Congressional District, if known:		Congressiona	l District, <i>if known:</i>			
6. Federal Department/Agency:		7. Federal Program Name/Description:				
		CFDA Number,				
8. Federal Action Number, if known	1:	9. Award Amo \$	unt, if known:			
10. a. Name and Address of Lobbyi (if individual, last name, first n	i ng Entity name, M)	b. Individuals Pe from No. 10a) (last name, first na	e rforming Services (including address if different ame, MI):			
	(attach Continuation She					
	🗍 planned	13. Type of Pay \Box a. retainer \Box b. one-time lee \Box c. commission	yment (check all that apply)			
 12. Form of Payment (check all that a □ a, cash □ b. in-kind: specify: nature 		☐ d. contingent fe ☐ e. deferral ☐ f. other: specify				
Value						
14. Brief Description of Services Pe employee(s), or Member(s), con			te(s) of Service, Including officer(s), m 11:			
	(attach Continuation She	et(s) SF-LLLA, if nece	essary AAA			
15. Continuation Sheet(s) SF-LLLA		☐ Yes □ No	$//// \sqrt{0}$			
16. Information requested through this for misauthori 1352. This disclosure of lobbying activities is a upon which reliance was placed by the tier above v or entered into. This disclosure is required pursi information will be reported to the Congress semifor public inspection. Any person who fails to file subject to a civil penalty of not less that \$10,000 a each such failure.	material representation of fact when this transaction was made ant to 31 U.S.C. 1352. This annually and will be available the required disclosure shall be	Signature: Print Name: Title: Telephone No.:	Strahroch Elinu President 9582020410 Date: 2/22/12			
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)			

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB0348-0046

Reporting	
1	

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_ Page _____ of _____

Authorized for Local Reproduction Standard Form - LLL-A

Design-Build Proposal

- 1. The undersigned Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Views West Neighborhood Park ADA Upgrades Design-Build Contract**
- 2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
- 3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
- 4. The Design-Builder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):
- 5. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 2 22/12	
Design-Builder: 3-D Enterprises, Inc	
By:(Signature)	_
Title: VICE President	

PRICE PROPOSAL FORMS

The Bidder agrees to the design and construction of Views West Neighborhood Park ADA Upgrades Design-Build Contract, 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 or 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	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension		
BASE BID									
PHASE]	[
1	236220	Bonds (Payment and Performance)	1		LS		\$ 7000		
2	541330	Engineering and Design Services	1	D	LS		\$46000		
3	238160	Field Construction	1		LS		\$453720		
4	541330	Storm Water Pollution Prevention	1		LS		\$15000		
5	236220	City Contingency	1		AL		\$46,000.00		
6	236220	Building Permit Fees	1		AL		\$5,000.00		
	<u> </u>	TOTAL PROPOSED PH	RICE (ITEMS NO	1 THRC	UGH 5 IN	NCLUSIVE): \$	572,724		
PHASE]	ц	· ·							
	ADDITIVE ALTERNATE "A"								
1	238160	Multi Purpose Field ADA Upgrade	1		LS		\$ 59,000		
	<u>1</u>	ESTIMATED TOTAL PROPOS	ED PRICE FOR A	DDITIV	E ALTEI	RNATE "A": \$	>		

Item	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
ADDITIVE ALTERNATE "B"							
1	238160	Picnic Area ADA Upgrade	1		LS		\$16000
ESTIMATED TOTAL PROPOSED PRICE FOR ADDITIVE ALTERNATE "B": \$							10000
TOTAL PROPOSED PRICE (ITEMS NO 1 THROUGH 6 INCLUSIVE) PLUS ADDITIVE ALTERNATE "A" AND ADDITIVE ALTERNATE "B": \$						647,726	

Total Price For Design-Build Proposal, (Items 1 through 6, Plus Additive Alternate "A", Item 1 and Additive Alternate "B", Item 1, inclusive) amount written in words:

* Design Element (For City Use)
Six hundred forty-seven thousand seven hundred twenty-six dollars
Design-Builder: 3-D Enterprises Inc
Title: //e President
Signature:

The names of all persons interested in the foregoing proposal as principals are as follows:

3-D Enterprises, Inc	
Poris Elahanayan. President	
Shahrokh Eliho, Vice President	

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.

NOTES:

- A. The Contract Price to be used in the selection process as described in Section 5.6 of the RFP will be determined by the City based on the Base Bid plus the following Additive Alternates: A and B.
- B. After the selection has been made, the City may award the Contract for the Total Proposed Price alone or if applicable, for the Total Proposed Price plus any combination of alternates selected in the City's sole discretion.
- 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 Proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Proposal to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. The Design-Builder's failure to submit a price for any Bid item that requires the Design-Builder to submit a price shall render the Proposal **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. Proposals 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. The Proposal shall contain an acknowledgment of receipt of all addenda as specified in the RFP. Failure to acknowledge addenda shall render the Bid **non-responsive** and shall be cause for its rejection.

BIDDING DOCUMENTS

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builders' own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIE D©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: A B. Hashmi Address: 4347 Headow SpringWy City: Oceanside State: CA Zip: Phone: 7406728059	Const.	Demolition	\$14,000	59B		
Name: <u>N-LINE</u> Address: <u>P.O. BOX 2437</u> City: <u>Ramona</u> State: <u>CA</u> Zip: <u>92065</u> Phone: <u>7407890282</u>	Const.	linerail	\$19,150	DBE	CALTRANS	
Name: <u>P) Flx (1V0 CO.</u> Address: <u>P.O. B6x 1701</u> City: <u>COLOSIO</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(019 4490575</u>	Const	Asphalt	<i>\$33,000</i>	DBE WBE	CIACTRANS	
 As appropriate, Design-Builder shall ide Certified Minority Business Enterpris Certified Disadvantaged Business Ent Other Business Enterprise Certified Small Local Business Enterp Woman-Owned Small Business Service-Disabled Veteran Owned Sm As appropriate, Design-Builder shall inc 	e erprise prise all Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Certified Disabled	Business Enterprise I Veteran Business Enter g Local Business Enterp ged Business	prise	SLBE and ELBE): WBE DVBE ELBE SDB HUBZone
City of San Diego California Public Utilities Commissio State of California's Department of G State of California The Design-Builder will not receive any subco	n eneral Services	CITY CPUC CADoGS CA	San Diego Region City of Los Angel U.S. Small Busine	ess Administration	versity Council	CALTRANS SRMSDC LA SBA fication (except for

OBE, SLBE and ELBE).

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor. The Design-Builder 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 Design-Builder'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 Design-Builders' own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOELAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIE D2	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>BD Enferprises, Inc</u> Address: <u>11300 Sovento Valley Rd</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u> Phone: <u>P5820204</u>	Const)	Landscape, Inightion	\$30,000	Hubzone 40789	5BA	
Name:						
Address:						
City: State:						
Zip: Phone:						
Name:						
Address:						
City: State:						
Zip: Phone:						
① As appropriate, Design-Builder shall ide Certified Minority Business Enterpris Certified Disadvantaged Business En Other Business Enterprise Certified Small Local Business Enter Woman-Owned Small Business Service-Disabled Veteran Owned Sm	se terprise prise	one of the following MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Certified Disabled	Business Enterprise l Veteran Business Enter g Local Business Enterp ged Business	prise	SLBE and ELBE): WBE DVBE ELBE SDB HUBZone
② As appropriate, Design-Builder shall inc						
City of San Diego		CITY		Department of Transpo		CALTRANS
California Public Utilities Commission State of California's Department of G		CPUC CADoGS	San Diego Region City of Los Angel	al Minority Supplier Div	versity Council	SRMSDC LA
State of California	ichicial Scivices	CADOGS	U.S. Small Busine			SBA
The Design-Builder will not receive any subco	ontracting participati				d proof of cert	
		.	5		-	

OBE, SLBE and ELBE).

Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA05

Attachment D

DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE PRICE PROPOSAL ONLY ADDITIVE/DEDUCTIVE ALTERNATE

(USE ONLY WHEN ALTERNATES ARE REQUIRED)

The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
	Name:		ing and the second s				
	Address:State:						
	Zip: Phone:						
	Z.p I none						
	Name:						
	Address:						
	City: State:						
	Zip: Phone:		,				
	Name:						
	Address:						
	City: State:						
	Zip: Phone:						
D As appr	opriate, Design-Builder shall identify Subcont	ractor as one of the follo	owing and shall	include a valid proof	of certification (except	for OBE, SLBE	E and ELBE):
	fied Minority Business Enterprise	MBE		tified Woman Busine			WBE
	fied Disadvantaged Business Enterprise	DBE			an Business Enterprise		DVBE
Other	r Business Enterprise	OBE			l Business Enterprise		ELBE
	fied Small Local Business Enterprise	SLBE	Ś Śm	all Disadvantaged Bu	siness		SDB
	nan-Owned Small Business	WoSB		BZone Business			HUBZone
	ce-Disabled Veteran Owned Small Business	SDVOS	В				
	opriate, Design-Builder shall indicate if Subco of San Diego	CITY	Sto	to of California Donos	tment of Transportatio	~	CALTRANS
	ornia Public Utilities Commission	CPUC			ority Supplier Diversity		SRMSDC
	of California's Department of General Service			y of Los Angeles	only Supplier Diversity	y council	LA
0.000	of California	CA		5. Small Business Adr	ninistration		SBA
State					mit the required pro	of of certificat	ion (except for

Attachment D

BIDDING DOCUMENTS

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall submit with the Bid 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 Design-Builder will be credited up to 60% of the amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be credited. The Design-Builder shall 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 percentages, suppliers will receive 60% credit of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, suppliers will receive 60% or the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, suppliers will receive 60% or the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit. If no indication provided, listed at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages, suppliers will receive 60% or 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 OI MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED
Name: Draves Pipeline Address: P.O. Box 1051 City: BOX56,11 State: CA Zip: 92.003 Phone: 760 728 7094	Material	*32,800	Ý	N	DVBE	CAD365
Name:						
Address:						
City:State:						
Zip: Phone: Name:						
Address:						
City: State:						
Zip: Phone:						
① As appropriate, Design-Builder shall identif	y Vendor/Supplier as or	ne of the following and	shall include a valid	proof of certification (e	except for OBE, SLBE an	d ELBE):
Certified Minority Business Enterprise		MBE C	ertified Woman Bu	siness Enterprise		WBE
Certified Disadvantaged Business Enterpr	rise			eteran Business Enterpr		DVBE
Other Business Enterprise				Local Business Enterpris	e	ELBE
Certified Small Local Business Enterprise	•		mall Disadvantaged	l Business		SDB
Woman-Owned Small Business			IUBZone Business		J	HUBZone
Service-Disabled Veteran Owned Small B		SDVOSB				
② As appropriate, Design-Builder shall indicate	e if Vendor/Supplier is	certified by:		•		
City of San Diego				epartment of Transporte		LTRANS
California Public Utilities Commission				Minority Supplier Diver	sity Council	SRMSDC
State of California's Department of Gener	al Services		ity of Los Angeles			LA
State of California			S. Small Business			SBA
The Design-Builder will not receive any subcontrac OBE, SLBE and ELBE)	ting participation per	centages if the Design-	Builder fails to sub	omit the required proo	f of certification (except	for

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

Form Number: AA25

Attachment D

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER ADDITIVE/DEDUCTIVE ALTERNATE TO BE INCLUDED IN THE PRICE PROPOSAL ONLY (USE ONLY WHEN ALTERNATES ARE REQUIRED)

The Design-Builder shall list all Suppliers described in the Design-Builder's Total Proposed Price whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Suppliers not described in the Design-Builder's Total Proposed Price who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2
	Name:						
	Address: City: State:						
	Zip: Phone:						
	Name:						
	Address: City: State:						
	Zip: Phone:						
	Name:						
	Address:					а.	
	City: State:						
	Zip: Phone:						

① As appropriate, Design-Builder 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, Design-Builder shall indicate if Vendor/Supplie	r 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE)

Form Title: DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER ADDITIVE/DEDUCTIVE ALTERNATE TO BE INCLUDED IN THE PRICE PROPOSAL ONLY Form Number: AA26 Attachment D Views West Neighborhood Park ADA Upgrades Design-Build Contract 137 | Page **City of San Diego**

ADDENDUM "1"



REQUEST FOR PROPOSAL (RFP)

FOR VIEWS WEST NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT

RFP NO.:	5168
BID NO.:	K-12-5168-DB1-3-B
SAP NO.:	S-10031
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB
CDBG NO.:	B-08-MC-06-0542

REQUEST FOR PROPOSAL (RFP) DUE:

12:00 Noon FEBRUARY 22, 2012 CITY OF SAN DIEGO Public Works Contracting Group 1200 Third Avenue, Suite 200, MS 56P San Diego, CA 92101

CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP 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** ABOVE.

A. <u>QUESTIONS AND ANSWERS</u>

- Q1. Where are the San Diego Regional Standard Drawings (SDRSDs), as noted in Attachment 'A,' located?
- A1. The City and the Regional Standard Drawings are located at this link: http://www.sandiego.gov/engineeringcip/services/consultcontract/edocref/standarddraw.shtml

B. <u>VOLUME 1</u>

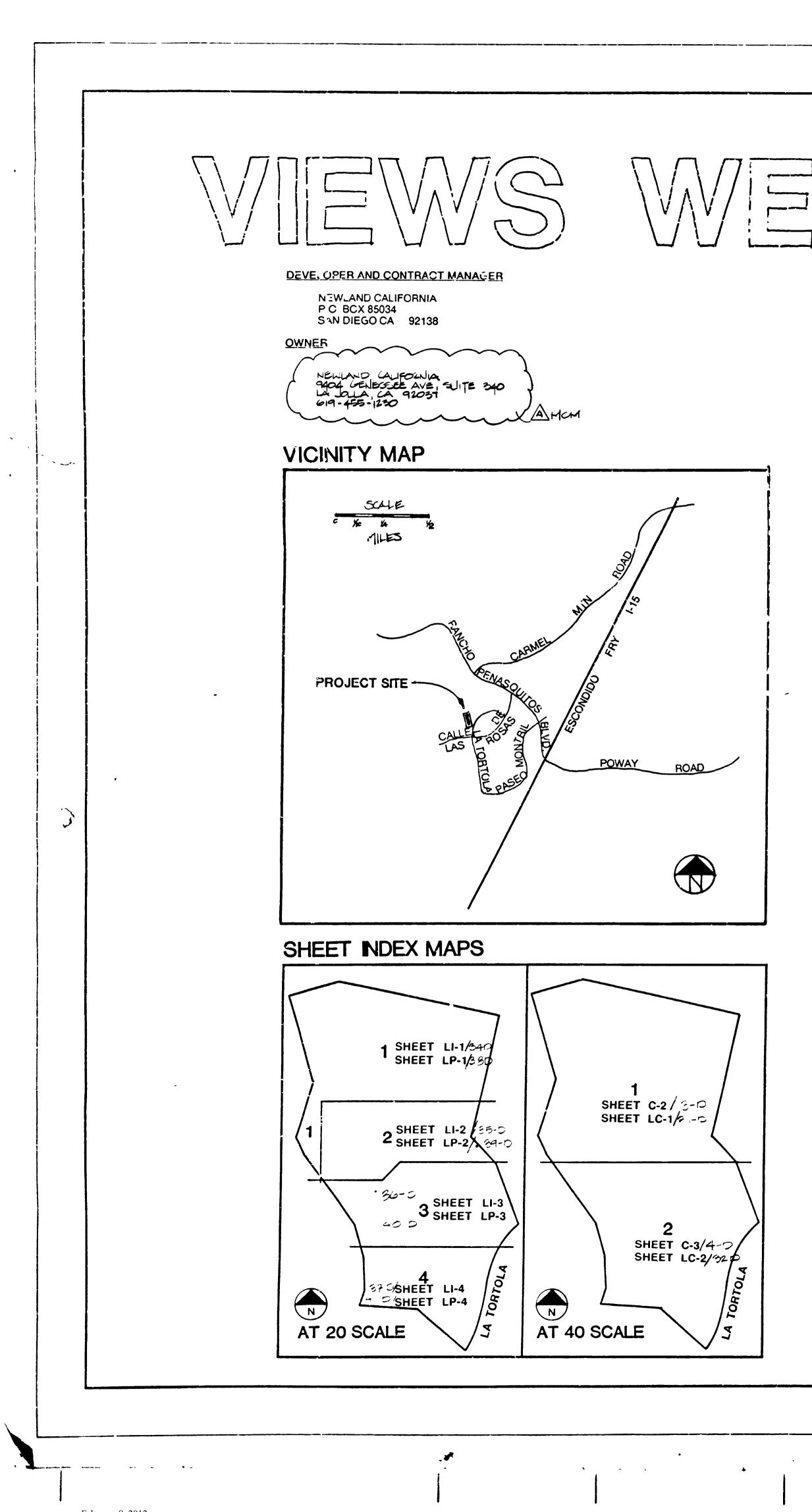
1. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, section 3.0 Reference Standards, page 15, Item 3. Views West Park "As-built" drawings 25569-1-D through 25569-25-D, **DELETE** is its entirety and **SUBSTITUTE** with the following:

Item 3. Views West Park "As-built" drawings 25569-1-D through 25569-41-D.

2. To Attachment A, Project Description, Scope of Work, Technical Specifications, and Bridging Documents, section 3.0 Reference Standards, page 15, Item 3. Views West Park "as-built drawings numbered 25569-1-D through 25569-41-D", **ADD** pages 3 of 43 through 43 of 43 of this Addendum 1.

Tony Heinrichs, Director Public Works Department

Dated: *February 8, 2012* San Diego, California



· · ·

ST PAF	SCHMIDT DESIGN GROUP
LEGAL DESCEIPTION AND ADDRESS VIEWS WEST PARK 13 LOCATED ON THE WEST SIDE OF LA TOR	
ROAD BETWEEN PINE MANOR COURT AND CALLE DE LAS ROS. RANCHO PENASQUITOS (LOT 172, UNIT NO 1, MAP NO 9828).	AS IN Truck
JOB ADDRESS 12958 "A TURTOLA WATER METER ADDRESS 12958 LA TORTOLA ELECTRIC METER ADDRESS 12958 LA TORTULA	LEGEND ITE m std. dwng
SITE DEVELOPMENT NOTE	EXISTING CONTOUR
LANDSCAPING IS COVERED BY LAND DESIGN OF SAN DIEGO (SH	SHEET 2-5) IEET 38-41) EXISTING ELEVATION IEET 34-37)
ESTIMATED EARTHWORK	PROPOSED CONTOUR
EXCAVATION 50-J CU YD EMBANKMENT 57,000 CU YD MPORT GENERAL FILL 52 400 CU YD	PROPOSED ELEVATION
IMPORT SELECT FILL 4 100 CU YD IMPORT TOPSOIL 5,558 CU YD	PROPOSED SLOPE
SWELL/SHRINKAGE NUMBERS WERE NOT INCLUDE	D PROPOSED CONCRETE PAVEMENT
SITE DATA ACRES OF PARK 19 5	PROPOSED A C PAVEMENT
ACRES OF TURF 6 1 ACRES OF SHRUBS 1 75	PROPERTY LINE
ACRES OF GROUND COVER 0 5 ACRES OF INERT GROUNDCOVER 2 25 ACRES OF PARK'NG 0 94 <u>GENERAL NOTES</u>	RETAINING WALL C-5 (FINISH OF LAL MODIF ED SEE SHT 23) CONCRETE BROW DITCH D-75, SDD-
1 ALL PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILIT INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 10	TIES SHALL BE
MUNICIPAL CODE AND SUBDIVISION BOARD RESOLUTION NO 1, EXISTING OVERHEAD UTILITY LINES WITHIN THIS SUBDIVISION 2 APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED	N FENCE-CHAIN LINK
UTILITIES CONTACT BEFORE EXCAVATION, VERIFY THE LOCATION OF ALL UNDERGRO UTILITIES ENTIRELY ON OR NEAR THE AREA WITHIN THE PROJECT SCOPE OF WORK OF ANY AREA SURROUNDING THE PROJECT WH THE EXCAVATION WILL OCCUR	CT'S BENCH MARK.
SAN DIEGO GAS AND ELECTRIC CO 1-800-422-4133	STREET SECTION TYPICAL SEE SHEET 5 FOR TYPICAL SECTIO
PACIFIC FELEPHONE CO 1-800-422-4133 CITY OF SAN DIEGO BUILDING DIVISION 619-236-5505	NO PUBLIC STREETS INCLUDED IN THIS REFERENCE DRAWINGS
IRRIGATION SYSTEMS 619-236-5709	PREVIOUS CONSTRUCTION DOCUMEN
IRRIGATION CONTROL WIRES 619-236-5983	SHEET NUMBERS SHEET NUMBERS 18714-21-D, 187
CITY OF SAN DIEGO COMMUNICATIONS DIVISION 619-236-5505	GENERAL NOTES: SEE SHEETS 2 AND 17
CITY OF SAN DIEGO WATER AND SEWER DIVISION 619-236 5650) F NOTE: ```
CITY OF SAN DIEGO STREET LIGHTING SYSTEMS 619-236-5310 LANDSCAPE ARCHITECT'S CERTIFICATION.	MAINTENANCE FOR VIEWS WEST SHALL BE THE RESPONSIBILITY OF THE CITY OF BAN DIEGO
I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WO FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHAI OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN CONSISTENT WITH CURRENT STANDARDS	ORK RGE 3 OF N IS CONSISTENCY WITH THE IS AND THE AS-BUILT MAGKINES ON I SATE
SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REV ONLY AND DOES NOT RELIEVE ME, AS LANDSCAPE ARCHITECT WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN	IFW LOCATION
PRIOR TO THE ACCEPTANCE OF THE LANDSCAPED, HYDROSEED AND IRRIGATED AREAS BY THE CITY'S RESIDENT ENGINEER CERTIFICATION REPORT, SIGNED BY A RESIDENT LANDSCA ARCHITECT, MUST BE SUBMITTED THE REPORT IS TO STATE THAT LANDSCAPING, HYDROSEEDING AND IRRIGATION WAS DO ACCORDING TO THE PROJECT SPECIFICATIONS AND THAT ITS GROU IS ADEQUATELY ESTABLISHED TO PREVENT EROSION.	APE THE
17 Jacen Hanna	1847 INDIA STREET SAN DIEGO, CA 192101 (619) 234-5164 1 FAX (619) 234-9201
	LAND DESIGN OF SA LANDSCAPE ARCHI 740 13th STREET S SAN DIEGO, CA PHONE: (619)
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STANDAF	RD SPECIFICATIONS ANDARD SPECIFICATIONS FOR PL	JBLIC WORKS CONSTRUCTION	, (1988 ED),
	LUDING THE 1988 REGIONAL AND ENDMENTS DOC NO 769709, FIL	ED SEPTEMBER 20, 1988	
	NDARD SPECIAL PROVISIONS AL CUMENT NO 768664, FILED APRIL LIFORNIA DEPARTMENT OF TRANS	_ 8, 1983	
SIGN GROUP, INC.	R CONSTRUCTION AND MAINTEN 769744, FILED NOV 7, 1990	ANCE WORK ZONES", (1990 EDI	TION), DOCUMENT
0, CALIFORNIA 92103			
8792			
JA			
mm	STANDARD DRAWINGS		
	SEPTEMBER 20, 1988	IDARD DRAWINGS, DOC NO 7	'69710, FILED
SYMBOL	LEGEND CONTINUED	STD. DWG.	SYMBOL
530	PVC STORM DRAIN INLET TYPE 'B' INLET'	D-60 D-2 ,900 - 100	
530	TYPE 'I' CATCH BASIN	D-29	
430	CONC INLET APRON TYPE 'F' CATCH BASIN	<i>8-C3</i> D-7	
430.0	SEWER LATERAL	S-13, 5-19, 505-100	
ŤŤŤ	SEWER CLEANOUT	S-3 W-21,W-17,50w-100	 <u>(ä</u>
	AND APPURTENANCES		
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	GATE VALVE	W-12,5000-107	_
	FIRE HYDRANZ, CLOW 860 3 TRENCH RESURFACING AS	- سەت , W-10,SDW-114 , 5- س- ¢س T SDG-107,SDG-108	
	CROSS GUTTER	G-12, 506-100	
\sim	PEDESTRIAN SIDEWALK RAMI ADJUST MANHOLE RIMS	PS SDG-101	
	CONCRETE BROW DITCH (TYP	•	
x x	CURB OUTLET, TYPE A SIDEWALK JOINT LOCATIONS	D-25 G-9,G75PG-100 G1	
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	ELECTRICAL PULL BOX A PAVEMENT SHEDULE (3"A 6 (34"AGG.)ON 7 CTD)	1-15, 501-100 3 504 113	
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	PARKING LOT & UTILITIES ARCHITECTURAL 6	5 C-4 -12 A-1 THRU A	
IS REFER TO SAN DIEGO "D" 4-22-D	SPECIFICATIONS 18	8-17 E-1 THRU E 8-23 LS-1 THRU L	
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A.C.	ASPHALT CONCRETE
A.C.F	ASBESTOS CEMENT PIPE
B.C.	BEGIN CURVE
¢.	CENTERLINE
Č.S.P.	CORRUGATED STEEL PIPE
C. I	CAST IRON
CTR.	CENTER
D/W	DRIVEWAY
DWG.	DRAWING
E.C.	END CURVE
E.F.	EDGE OF PAVEMENT
EX., EXIST.	EXISTING
F.F.	FINISHED FLOOR ELEVATION
F.H.	FIRE HYDRANT
FL	FLOW LINE ELEVATION
GKD.	GROUND
G.,GTR.	GUTTER FLOWLINE ELEVATION
G.V.	GATE VALVE
I.E.	INVERT ELEVATION
L	LENGTH
P.C.C.	PORTLAND CEMENT CONCRETE
F.C.R.	POINT OF CURB RETURN
P.I.	POINT OF INTERSECTION
P.V.C.	POLYVINYL CHLORIDE (PIPE)
EVMT.	PAVEMENT
ĸ	RADIUS
R.C.F.	REINFORCED CONCRETE PIPE
F.S.D.	REGIONAL STANDARD DRAWING (S.D. COUNTY)
RT.	RIGHT
S.M.H.	SEWER MANHOLE
STD.	STANDARD
S/W	SIDEWALK
т.в.	TOP OF BERM ELEVATION
т.с.	TOP OF CURB ELEVATION
T.F.	TOP OF FOOTING ELEVATION
Τ.₩.	TOP OF WALL ELEVATION
V.C.	VERTICAL CURVE

WATER AND SEWER NOTES:

- THE WATER AND SEWER FACILITIES SHOWN ON THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WATER UTILITIES DIRECTOR
- 2. EACH BUILDING SHALL RECEIVE A 1-INCH WATER SERVICE AND 4-INCH SEWER HOUSE CONNECTION, UNLESS OTHERWISE INDICATED ON THE PLAN OR SPECIAL SPECIFICATIONS. LOCATION TO BE DETERMINED BY THE "ENGINEER OF WORK." THE "AS-BUILT" LOCATIONS SHALL BE SHOWN ON THESE PLANS AND THE SEWER LATERAL TABLE COMPLETED PRIOR TO ACCEPTANCE OF THE WATER AND SEWER FACILITIES.
- 3. LOCATE WATER SERVICES AND SEWER HOUSE CONNECTIONS OUT OF DRIVEWAYS. THE SEWER HOUSE CONNECTON SHALL BE A MINIMUM OF 5-FEET DISTANCE DOWNHILL FROM THE WATER SERVICE.
- 4 ALL DUCTILE AND GRAY CAST IRON FITTINGS, VALVES AND APPURTENANCES DIRECTLY BURIED IN THE GROUND SHALL BE WRAPPED WITH POLYETHYLENE FILM IN CONFORMANCE WITH SECTION 5-4 OF AWWA C 105.
- 5. ALL CONNECTION TO EXISTING WATER MAINS ARE TO BE DONE BY THE CITY'S WATER UTILITIES DEPARTMENT FOR WHICH THE FOLLOWING FEES WILL BE CHARGED. IF THE CONNECTIONS ARE NOT READY TO BE MADE AND THE FEES PAID BEFORE 2-28-92, THE CITY RESERVES THE RIGHT TO ADJUST THE FEES ACCORDING TO THE FEE SCHEDULE IN EFFECT AT THE TIME THE CONNECTION IF MADE. IT IS THE REPONSIBILITY OF THE CONTRACTOR TO EXPOSE THE EXISTING MAIN AT THE CONNECTION POINT AND TO INSTALL THE NEW MAIN AT THE ALIGNMENT AND GRADE WHICH WILL PERMIT THE CITY TO MAKE A "STRAIGHT IN" CONNECTION WITHOUT USING MORE THAN 10 LINEAL FEET OF PIPE. ITEM #16 #2-2" SERVICE CONNECTION (WET TAP) \$ 1/2"METER - \$70 (SHT 5) ITEM #3-6" WET TAP ONLY - \$240 (SHT 5) ITEM #4-2" SERVICE CONNECTION & 2" METER \$80

6 ALL VALVES WILL BE FLANGED TO CROSSES AND TEES

SPECIAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK THE CITY ENGINEER'S SIGNATURE ON THESE FLANS DOES NOT CONSTITUTE APPROVAL OF THESE NOTES AND THE CITY WILL NOT BE RESPONSIBLE FOR THEIR ENFORCEMENT.

- 1. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING: SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- 2. THE CONTRACTOR AGREES TO PERFORM ALL WORK IN ACCORDANCE WITH THESE PLANS. IF THERE IS ANY ERROR OR DISCREPANCY IN THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST CLARIFICATION FROM THE DEVELOPER BEFORE CONTINUING WITH THE WORK.
- 3. THE LOCATION AND ELEVATION OF EXISTING IMPROVEMENTS TO BE MET (OR AVOIDED) BY "WORY TO BE DONE" SHALL BE CONFIRMED BY THE CONTRACTOR'S FIELD MEASUREMENTS PRIOR TO THE CONSTRUCTION OF NEW WORK. THE CONTRACTOR SHALL REPORT TO THE DEVELOPER ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
- 4. PROTECTION OF EXISTING UTILITIES: THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY FIPES OR STRUCTURES SHOWN ON THE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND ARE NOT NECESSARILY IN THE LOCATION SHOWN. THE CONTRACTOR SHALL TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE PLANS AND ANY OTHER LINES WHICH MAY NOT BE OF RECORD OR NOT SHOWN ON THESE PLANS. BEFORE CONSTRUCTION BEGINS, THE CONTRACTOR SHALL CONTACT THE UTILITY AGENCIES AND ADVISE THEM OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE AGENCY REFRESENTATIVES. AFTER THE UTILITIES HAVE BEEN MARKED OUT AND PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS TO DETERMINE THE ELEVATION AND HORIZONTAL LOCATION OF EXISTING UNDERGROUND FACILITIES LYING WITHIN THE SPACE TO BE EXCAVATED.
- 5. BEFORE EXCAVATING, VERIFY THE LOCATION OF UNDERGROUND UTILITIES. CONTACT:
 - GAS & ELECTRIC 1-800-422-4133 (SDG&E) TELEPHONE 1-800-422-4133 (PACTEL) WATER AND SEWER 1-800-422-4133 (CITY S.D.) COMMUNICATIONS DIVISION 236-5505 (CITY S.D.) BUILDING AND IRRIGATION 236-5500 (CITY S.D.) CABLE TELEVISION 1-800-422-4133 (COX)
- 6. IN THE EVENT THAT CONSTRUCTION STAKING, BASED UPON THE CONSULTANT'S PLANS, DRAWINGS AND OTHER DOCUMENTS, IS ACCOMPLISHED BY ANYONE OTHER THAN THE CONSULTANT, THE CLIENT AGREES TO HOLD THE CONSULTANT HARMLESS AND TO RELEASE THE CONSULTANT FROM ALL LIABILITY ARISING FROM THE USE OF SAID PLANS, DRAWINGS AND OTHER DOCUMENTS. TRAFFIC REQUIREMENTS
- 1. USE SIGNS, DELINEATORS, BARRICADES, ETC., AS RECOMMENDED BY THE STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROL. USE DELINEATORS AND STEADY BURN LIGHTS TO OUTLINE THE TRAFFIC PATH; USE BARRICADES TO PROTECT THE WORK AREA.
- 2. MAINTAINING TRAFFIC THE CONTRACTOR SHALL MAINTAIN ONE TRAFFIC LANE IN EACH DIRECTION ON TWO-LANE STREETS AND TWO LANES IN EACH DIRECTION FOR TRAFFIC ON ALL FOUR OR MORE LANE STREETS DURING THE WORKING HOURS OF 8:30 A.M. TO 3:30 P.M. FULL WIDTH OF ALL TRAVEL LANES ON EXISTING ROADWAYS MUST BE MAINTAINED DURING THE HOURS OF 3:30 P.M. TO 8:30 A.M. DAILY, AND ON SATURDAYS, SUNDAYS AND DESIGNATED LEGAL HOLIDAYS, OR WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS ON WORKING DAYS. A FOUR-FOOT WIDE PEDESTRIAN ACCESS SHALL BE PROVIDED AND MAINTAINED IN ACCORDANCE WITH SECTION 7-10.1 OF THE
 - FOR CLARIFICATION OF THE ABOVE THE CONTRACTOR MAY CONTACT TRAFFIC ENGINEERING AT 236-6040. ANY MODIFICATION OR CHANGE IN ALIGNMENT OF THE EXISTING PARKING OR TRAVEL LANES OF ONE-WAY OR TWO-WAY STREETS SHALL RECEIVE PRIOR APPROVAL FROM THE CITY ENGINEER AND SHALL BE IN ACCORDANCE WITH SECTION 7-10.3 OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".

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"STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION".

GRADING SPECIFICATIONS :

- 1. ALL GRADING SHALL BE DONE UNDER THE OBSERVATION OF A QUALIFIED SOILS ENGINEER (AND ENGINEERING GEOLOGIST) IN ACCORDANCE WITH THE RECOMMENDATION AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT ENTITLED: UPDATE GEOTECHNICAL INVESTIGATION FOR THE PROPOSED PENASQUITOS VIEWS WEST PARK, SAN DIEGO, CALIFORNIA FREPARED BY WOODWARD-CLYDE CONSULTANTS, PROJECT ND. 8951203W-SIO1 DATED JULY 17, 1989, AND ADDENDUM DATED JULY 9, 1990.
- 2. ALL FILL MATERIAL SHALL BE COMPACTED TO 90% OR BETTER AND REPORTS SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO THE ACCEPTANCE OF WORK.
- 3. AT THE COMPLETION OF THE GRADING OPERATION, AN AS-GRADED SOILS REPORT WILL BE PREPARED. A COPY OF THIS REPORT WILL BE SUBMITTED TO THE FIELD INSPECTION SECTION (AND ONE COPY TO THE SUBDIVISION SECTION) OF THE CITY ENGINEER'S OFFICE WITHIN 15 DAYS OF THE COMPLETION OF GRADING.
- 4. THESE GRADING PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS OUTLINED IN THE SOILS (AND GEOLOGICAL) REPORT PREPARED FOR THIS DEVELOPMENT.* inhad Reliel

_{GE} 960 DATE 7/9/90 *WITH THE EXCEPTION OF THE PAVEMENT DESIGN



SPECIAL GRADING NOTES:

- CONSTRUCT THE FINISHED SURFACE OF GRADED OR IMFROV P AREAS SO THAT NO PONDING OCCURS AND SO THAT SURFACE WATER DRAINS AWAY FROM ANY BUILDINGS. DRAINAGE FACILITIES SHALL BE CONSTRUCTED SO THAT WATER DRAINS INTO AN" DRAINAGE DITCHES, GUTTERS, INLETS AND PIPES. THE MINIMUM GRADIENT ACROSS A.C. PAVING SHALL BE 1.5%. SIDEWALKS SHALL HAVE A 2% MINIMUM CROSS GRADIENT.
- 2. ELEVATIONS SHOWN FOR THE PROPOSED TOP OF CURB ARE 6 INCHES ABOVE THE ELEVATIONS OF THE ADJACENT TOP OF A.C. PAVEMENT. THE TOP OF SIDEWALK SHALL BE FLUSH WITH THE TOP OF THE ADJACENT CURB AND WITH THE TOP OF THE FLOOR SLAB AT ADJACENT DOORWAYS. NEW ELEVATIONS INDICATE THE GROUND SURFACE OF THE FINISHED PROJECT. THE FINISHED GRADED SURFACE SHALL BE BELOW THE FINISHED GROUND SURFACE ELEVATION AS FOLLOWS:

AREA:

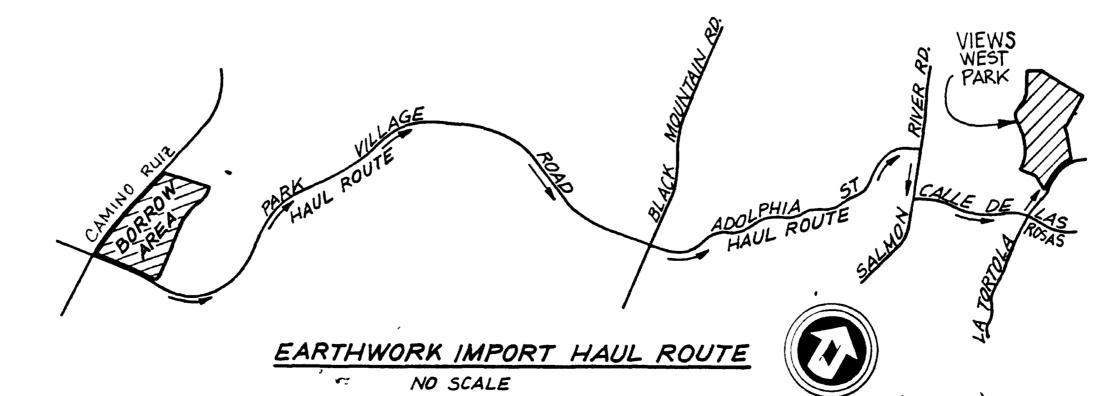
LAWN

ALLOW FOR: 6 INCHES OF IMPORTED

BASEBALL INFIELD AREAS

TOPSOIL 12 INCHES OF SPECIAL INFIELD SOIL

3. SELECT SUBGRADE SOIL SHALL CONSIST OF MATERIAL THAT CONTAINS NO ROCKS OR HARD LUMPS GREATER THAN 6 INCHES IN MAXIMUM DIMENSION AND THAT HAS AN EXPANSION INDEX OF 50 OR LESS WHEN TESTED IN ACCORDANCE WITH UBC STANDARD 29-2.



AS-RUILIS and the second Martin Martin THE . VED FOR The Cor Litt 60. 11 ø r-~ > Kents Madsen RCE 33805 8-23-94

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ENGINEER'S CERTIFICATION:

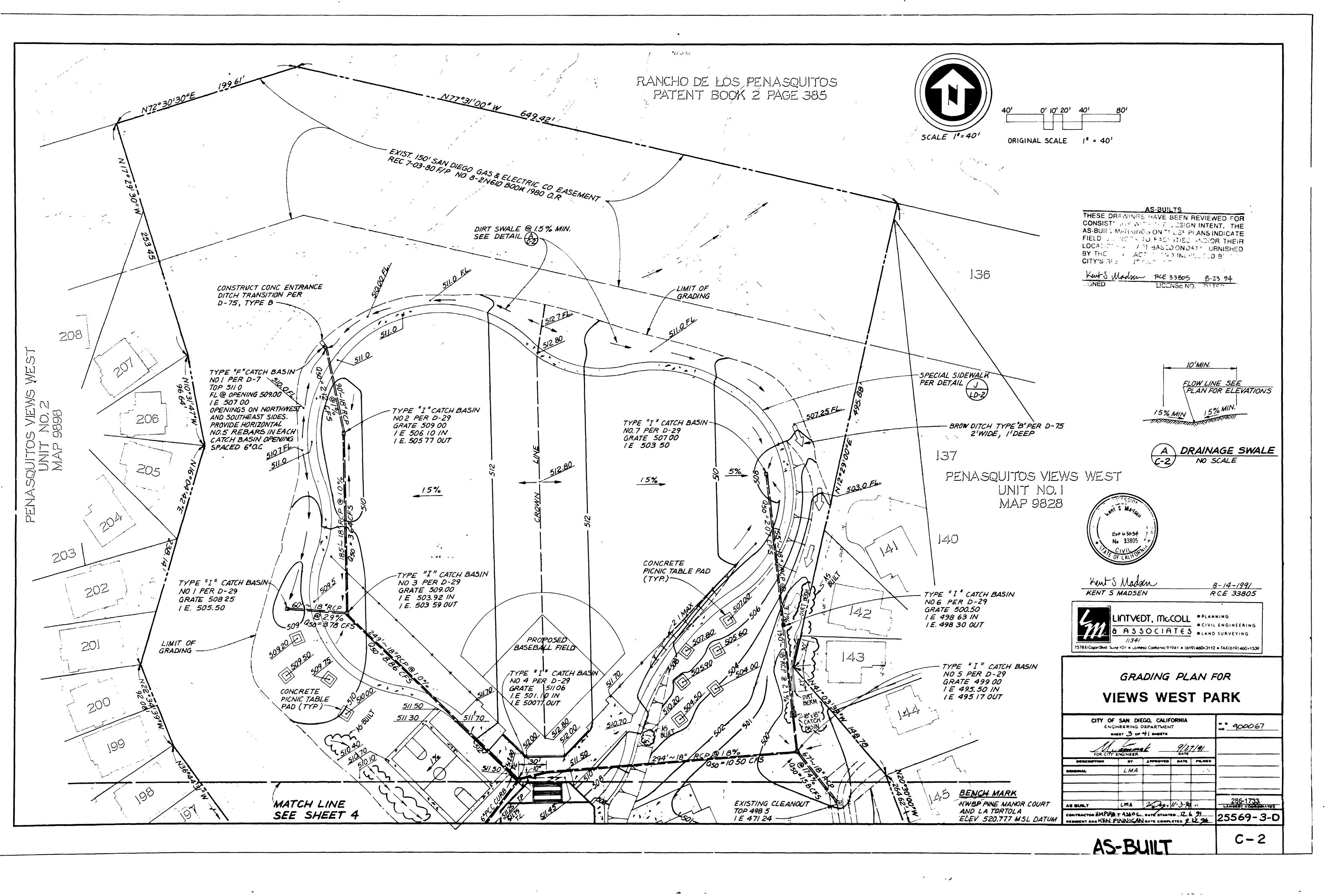
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I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE FROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

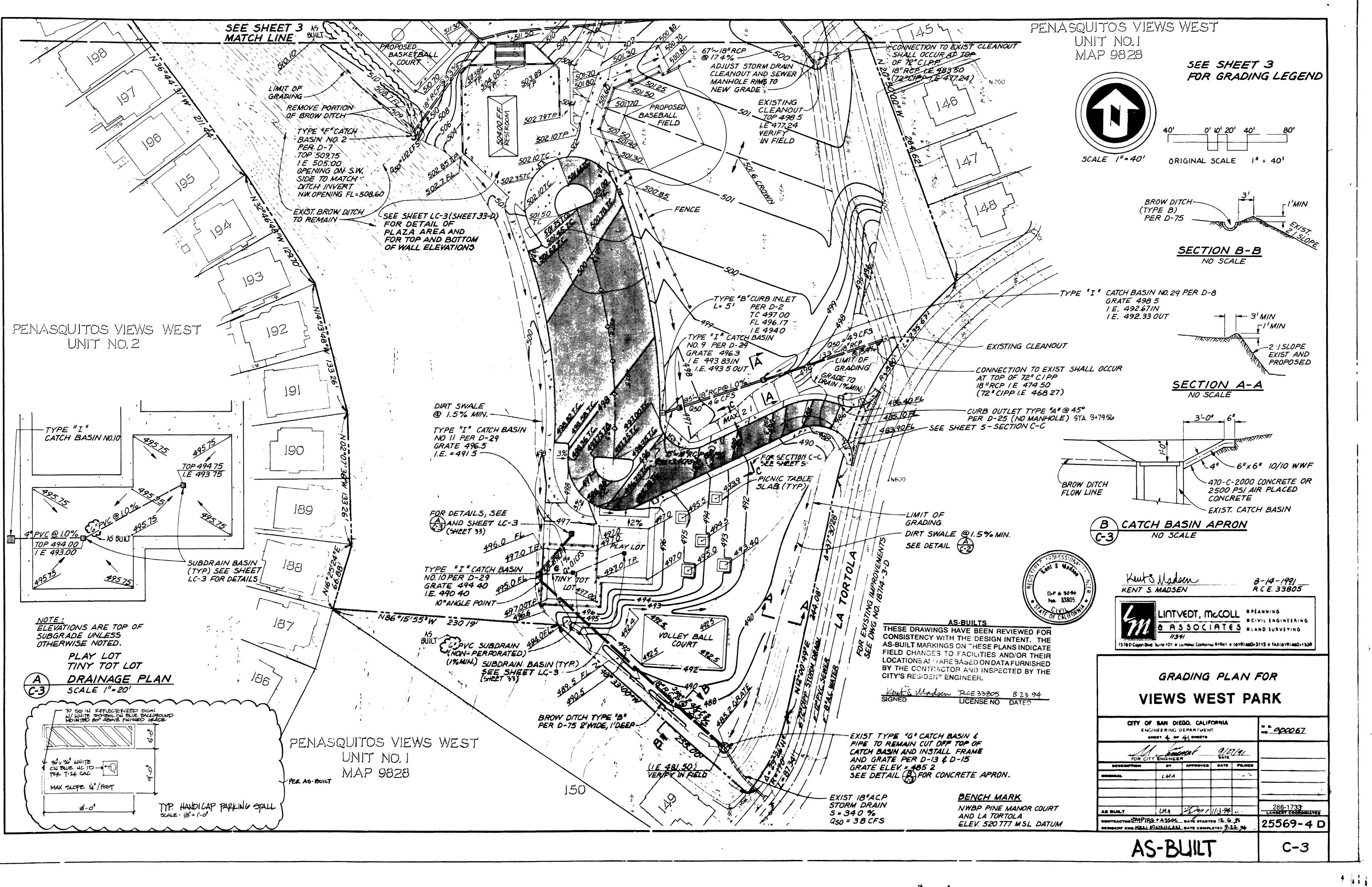
Page 4 of 43

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	GRADING	PLAN FOR	•	3112 • FAX(619)460-1539
	CITY OI	F SAN DIEGO, CA		
			ENT	∾° 900067
		F SAN DIEGO, CA	ENT	∾° 900067
		F SAN DIEGO, CA GINEERING DEPARTM SHEET Z OF H SHEET	10-2-91 Date	w° 9 <i>0006</i> 7_
		F SAN DIEGO, CA GINEERING DEPARTM SHEET Z OF H SHEE Y ENGINEER	10-2-91 Date	w° 9 <i>0006</i> 7_
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CURB TRAVERSE - S'LY ISLAND

50		820.667	635.568
S 85/53/08 E	3.000		
51 Arc center		820.452	638.560
D = 90/00/00 L =	4.712 C=	4.243 ST=	3.000
N 04/06/52 E	3.000		
52		823.444	638.775
S 85/53/08 E	34.000		
53		821.004	672.688
S 04/06/52 W	3.000		
54 Arc center		818.012	672.473
D = 90/00/00 L =	4.712 C=	4.243 ST=	3.000
S 85/53/08 E	3.000		
55		817.797	675.465
N 85/53/08 W	20.000		
49 Arc center		819.232	655.516
D= 180/00/00 L=	62.832 C=	40.000 ST=	0.000
N 85/53/08 W	20.000		
50		820.667	635.56 8

CURB TRAVERSE - N'LY ISLAND

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58		1068.616	596.605
N 68/01/30 E	20.000		
57 Arc center		1076.100	615.152
D= 180/00/00 L=	62.832 C=	40.000 ST=	0.000
N 68/01/30 E	20.000		
65		1083.584	633.699
S 21/58/30 E	2.280		
64		1081.470	634.552
S 68/01/30 W	3.000		
63 Arc center		1080.347	631.770
D= 90/00/00 L=	4.712 C=	4.243 ST=	3.000
S 21/58/30 E	3.000		
62		1077.565	632.893
S 68/01/30 W	34.000		
61		1064.842	601.363
N 21/58/30 W	3.000		
60 Arc center	0.000	1067.624	600.241
D = 90/00/00 L =	4.712 C=	4.243 ST=	
S 68/01/30 W	3.000	71270 01-	5.000
59	5.000	1066.501	597.459
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58 58	2.200	1068.616	596.605
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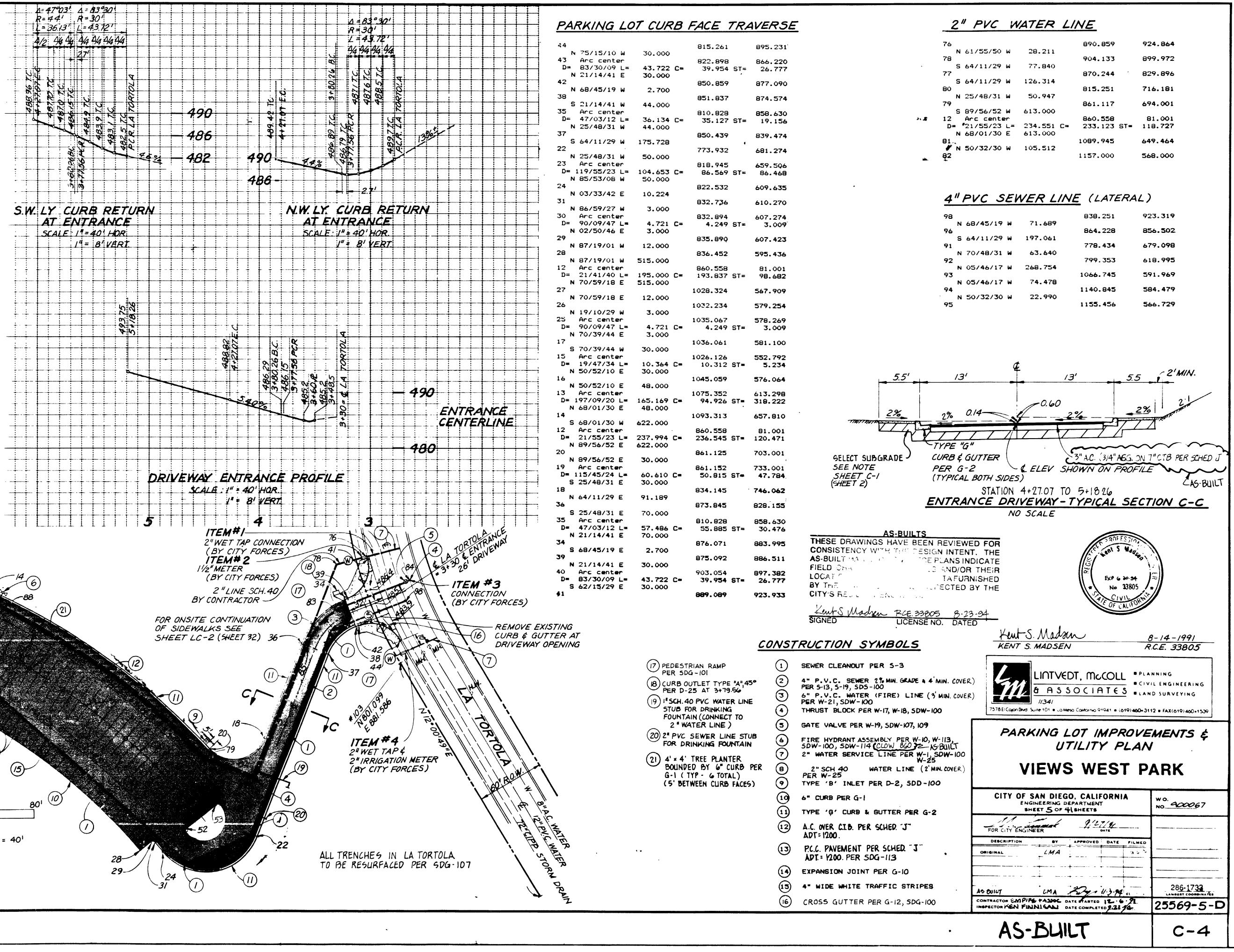
6" P.V.C. FIRE LINE

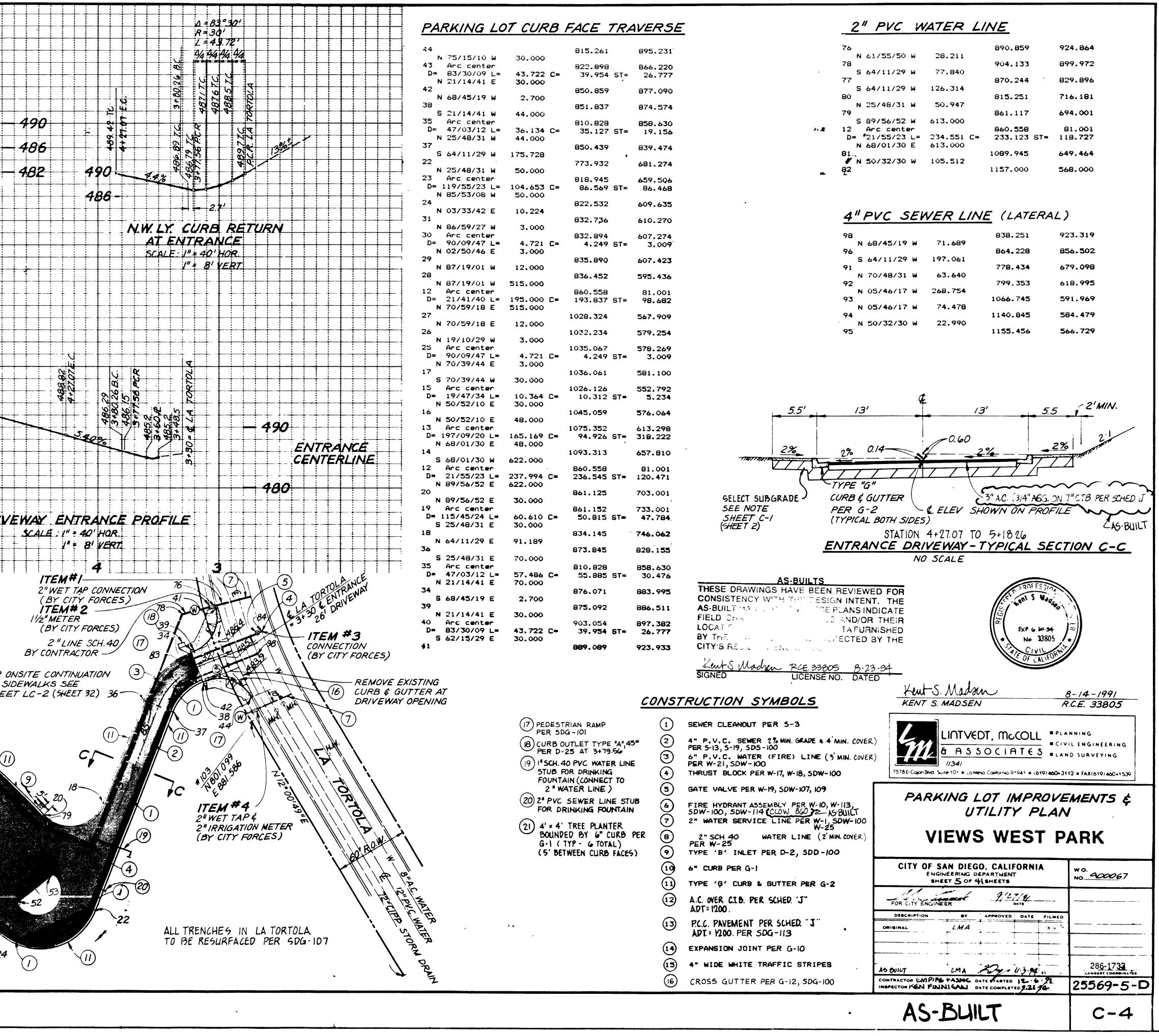
84			849.539	938.440
N	68/45/19 W	60.359		
83		00100/	071 410	000 107
	D1 (10 (01)		871.410	882.183
	21/14/41 W	65.000		
35	Arc center		810.828	858.630
D=	47/03/12 L=	53.380 C=	51.893 ST=	28.299
N	25/48/31 W	65.000		
85			869.344	830.331
	64/11/29 W	107 016	. 887.344	P20*221
-	64/11/27 W	127.215		
87			813.959	715.806
N	25/48/31 W	52.382		
86			861.116	693.001
S	89/56/52 W	612.000		0/01/001
12		0121000		
	Arc center		860.558	81.001
D=	21/55/23 L=	234.168 C=	232.742 ST=	118.534
N	68/01/30 E	612.000		
88			1089.571	648.537

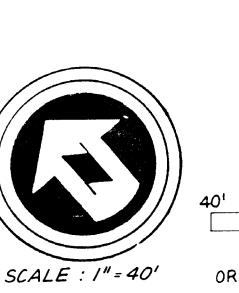
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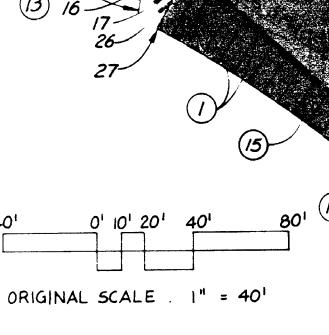
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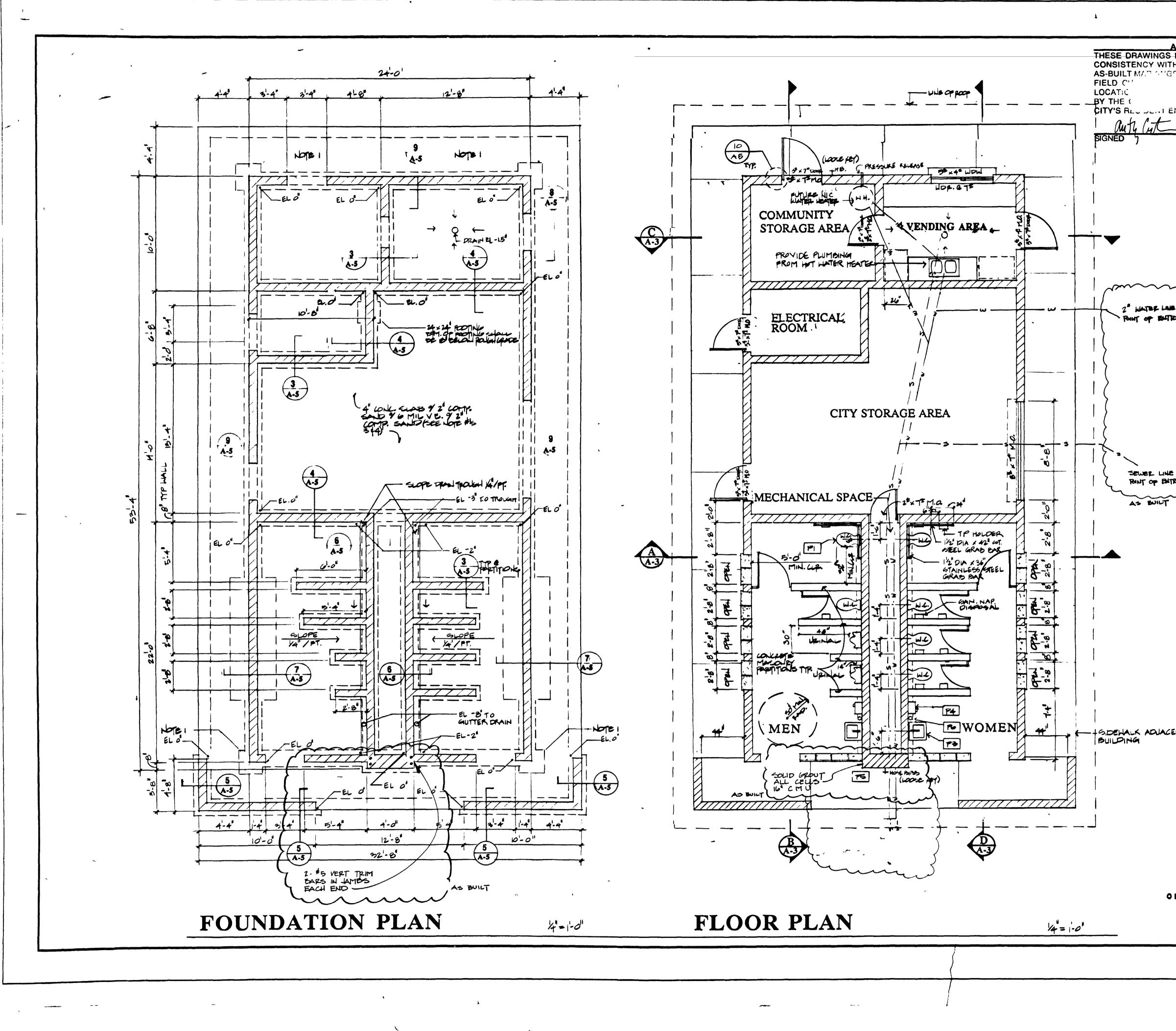
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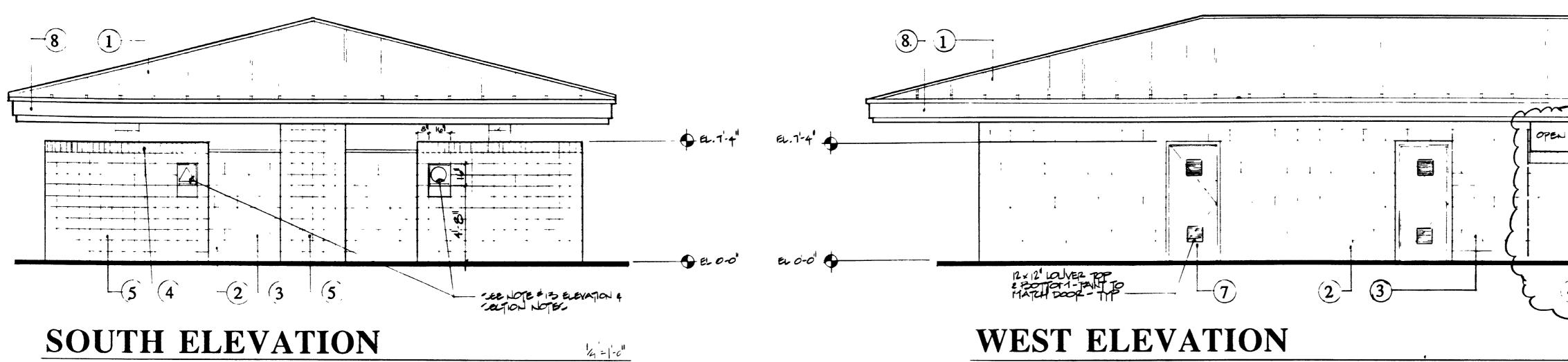
February 8, 2012 Views West Neighborhood Park ADA Upgrades Design-Build Contract

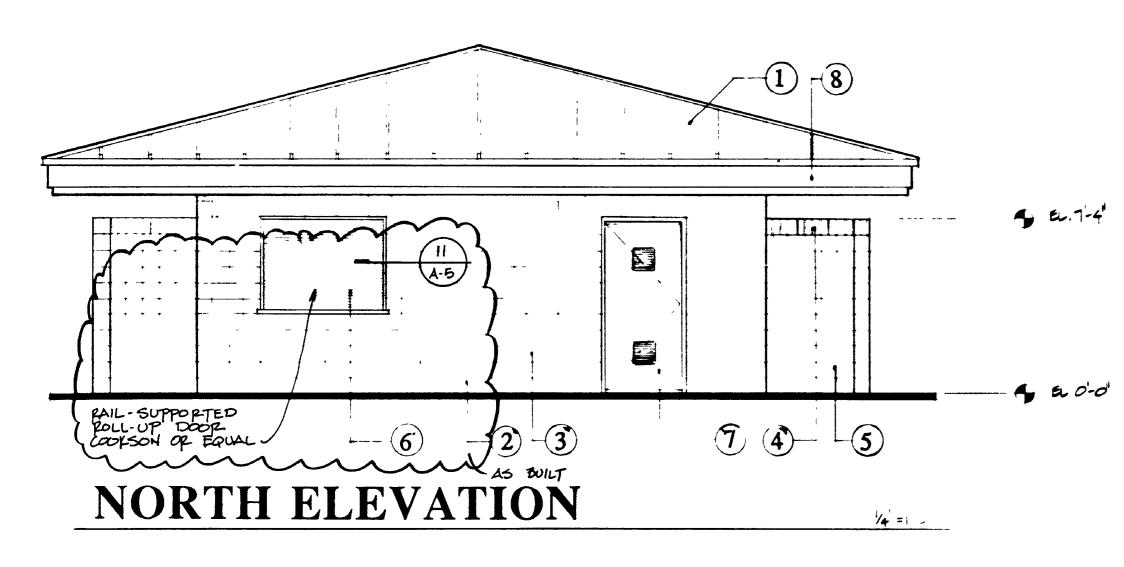
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	N REVIEWED FOR	NOTE:
	IGN INTENT THE PLANS INDICATE	NO. A001550-91 FOR ALL STRUCTURES REQUIRING BUILDING, PLUMBING AND ELECTRICAL PERMITS.
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IccR.	PLOTED BY THE	A SEPERATE BUILDING PERMIT SHOULD BE OBTAINED FROM BUILDING INSPECTION DEPARTMENT FOR
, Com		CONSTRUCTION OF STRUCTURES SHOWN ON THIS SHEET.
CFOU	NDATION / FRAM	ING NOTES:
		TION WITH STRUCTURAL CALCULATIONS PREPARED BY.
	7940 SH Suite 2	VENTROIL AMEMALE
	SAN DIE (619) 5	GO, CA 92126 49-7784
1. 2.	34" X 34" X 18" THICK FOOTING.	ADE SHALL BE 4" MINIMUM THICKNESS WITH WELDED WIRE
•-	FABRIC CENTERED IN SLAB. INTE CLEAN COMPACTED SAND OVER	RIOR SLABS SHALL BE PLACED OVER A TWO INCH LAYER OF 6 MIL VAPOR BARRIER OVER TWO INCHES OF COMPACTED
	NOTED SCORE OR PROVIDE COM	SLABS. LIGHT BROOM EXTERIOR SLABS UNLESS OTHERWISE VTROL JOINTS AS DETAILED AND AS NOTED ON PLANS. WIRE XONCRETE SHALL BE 2000 PSI AT 28 DAYS.
3.	PRIOR TO PLACING CONCRETE, C ALL OPENINGS, SLEEVES, CURBS,	HECK WITH ALL TRADES TO INSURE PROPER PLACEMENT OF CONDUITS, ETC.
4		EINFORCING AND EMBEDDED ITEMS SHALL BE WELL SECURED
5.		OF SONNEBORN BUILDING PRODUCTS, INC. OR EQUAL SHALL
6.		LE WITH COLOR OF MASONHY UNITS MORTAR SHALL BE TYPE 'S' AS BUILT
7.		H 1-SIMPSON A34 FRAMING ANCHOR EACH RAFTER (2
8.	ROOF SHEATHING SHALL BE 5/8" (WHERE SHOWN, W/8d @ 6" O.C. BJ	CD-X PLYWOOD, 24/0, ROUGH SAWN ON ONE SIDE, BLOCKED N. & E.N., 8d @ 12" O.C. F.N. NAILS SHALL BE COMMON WIFE,
9.		D SKEWED HANGER , OR EQUAL, AT RAFTER TO HIP RAFTER
10	UNLESS OTHERWISE SPECIFIED, FI	RAMING MEMBERS SHALL BE KILN DRIED DRS, AND MISCELLANEOUS FRAMING CONNECTORS SHALL BE
	"SIMPSON" OR EQUAL AS DESIGN/	NTED
	EXCEPT AS NOTED.	RS BETWEEN BOLT HEADS OR NUTS AND WOOD MEMBERS
12. 13.	CUTTING, NOTCHING OR DRILLING ALL STEEL CONNECTIONS SHALL I	OF BEAMS OR JOISTS TO BE PERMITTED ONLY AS DETAILED.
14. 7.	MASONRY UNITS TO BE GRADE N-	HOLLOW CONCRETE UNITS. TYPE 'S' MORTAR. ALL CELLS ADE. CELLS CONTAINING REINFORCING TO BE GROUTED
(SOLD. PM-1300 PS, SPECIAL IN WALLS WHERE NOTED O	PLANS.
	THE SOILS REPORT IS A PART OF	THESE PLANS. CONTRACTOR SHALL REVIEW THE SOILS
		T THE SITE AND WITH THESE PLANS BEFORE BEGINNING THE PY THE ARCHITECT IMMEDIATELY WHERE CONDITIONS L
12.	THE SOILS REPORT IS:	GATION FOR THE PROPOSED PEÑASOLITOS VIEWS WEST
	PARK, SAN DIEGO, CALIFORNIA," I 8051209W-SID1, JULY 17, 1988.	Y WOODWARD-CLYDE CONSULTANTS, PROJECT NO.
4		STERED AAC
NOTE:	LIVELTING N/ELECTRAL DRAWING (SEE SHEET)	ED)
	•	* EET 3/22 *
		OF CALIFORN
		ARCHITECTURE DE PLANNING DE URBAN DESIGN
		1847 INDIA STREET
0		SAN DIEGO, CA 🔳 92101 -
		(619) 234-5164 I FAX (619) 234-9201
		roundation from plans for
		VIEWS WEST PARK
		3
		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT W C. 900067
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	SCALE 1/4'-1'-0"	ENGINEERING DEPARTIMENT W c. 900067 SHEET G or 41 SHEETS M
	CALE 1/4'-1'-0'	ENGINEERING DEPARTMENT SHEET G OF 4 SHEETS
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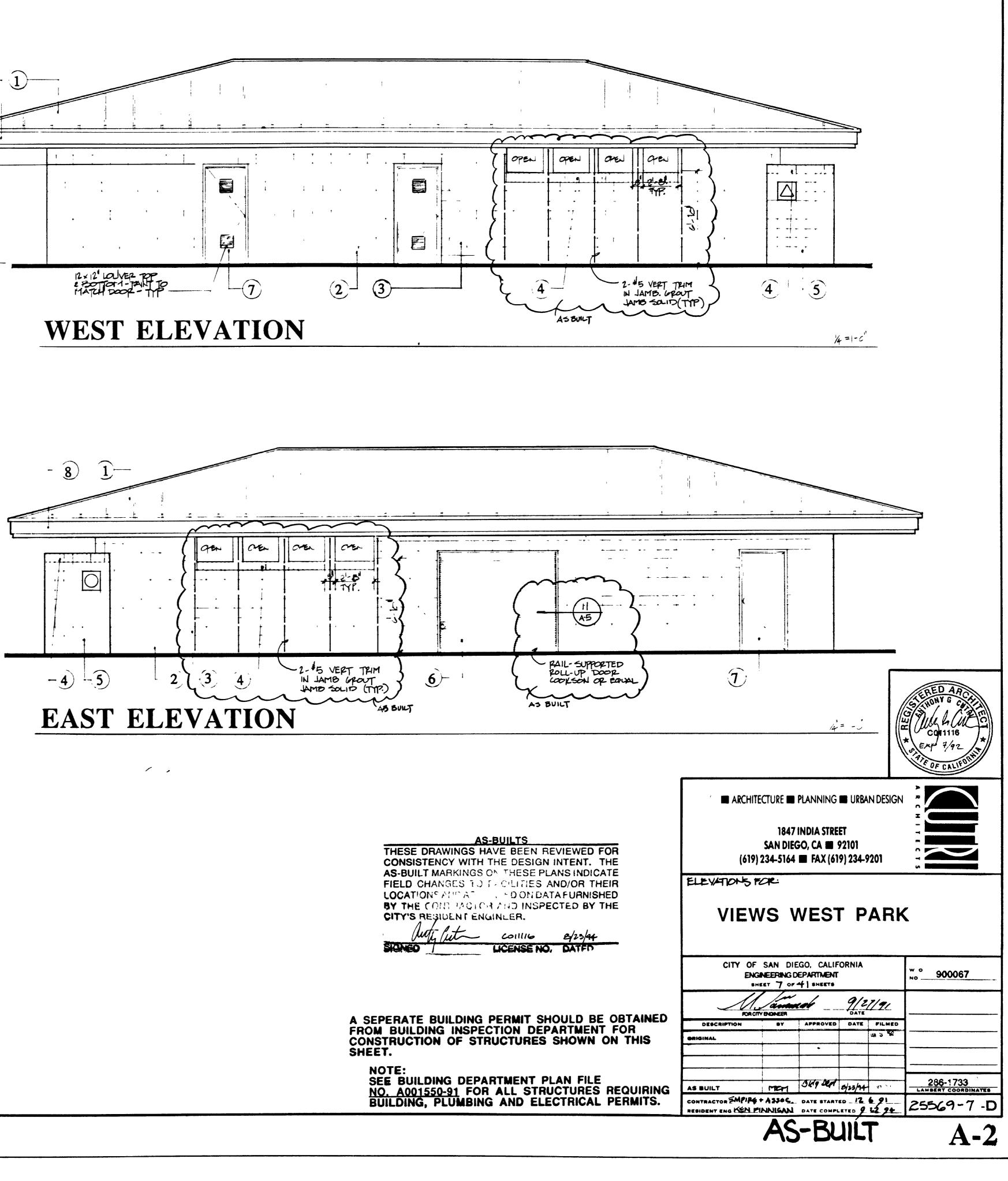




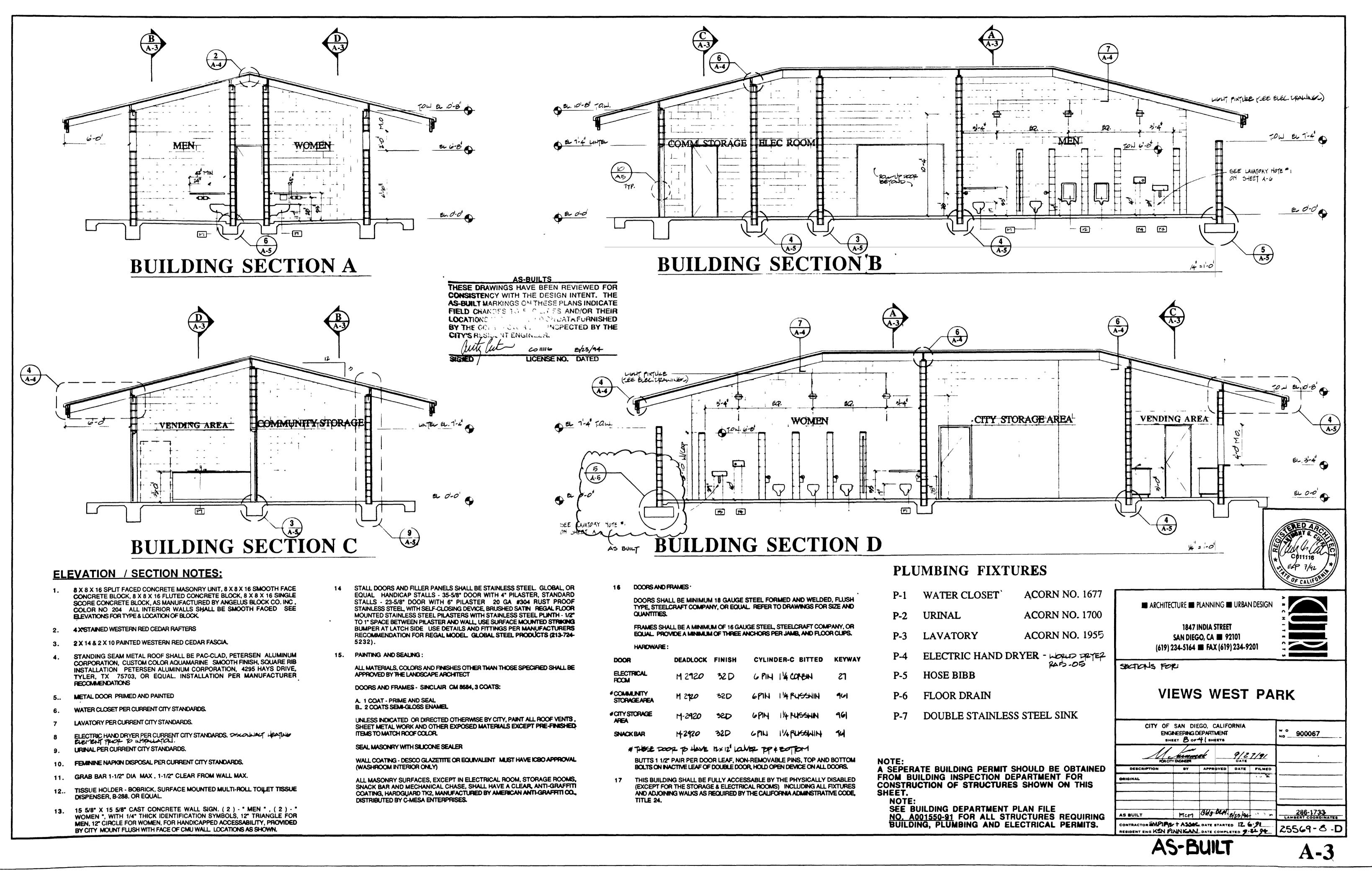
BUILDING MATERIALS

- (1)**30 GAUGE GALVANIZED STANDING SEAM** METAL ROOF, AQUAMARINE, SMOOTH FINISH
- (2)8 X 8 X 16 SPLIT FACE CONCRETE BLOCK ANGELUS BLOCK CO. INC., NO. 204
- 3 8 X 8 X 16 SMOOTH FACE CONCRETE BLOCK ANGELUS BLOCK CO. INC., NO. 204
- 4 8 X 8 X 16 FLUTED CONCRETE BLOCK ANGELUS BLOCK CO. INC., NO. 204
- 5 8 X 8 X 16 SINGLE SCORE CONCRETE BLOCK ANGELUS BLOCK CO. INC., NO. 204
- 6 PAINTED ROLLING METAL DOOR` SINCLAIR CM 8684
- \bigcirc PAINTED HOLLOW METAL DOOR SINCLAIR CM 8684

8 PAINTED WOOD FASCIA SINCLAIR CM 8664



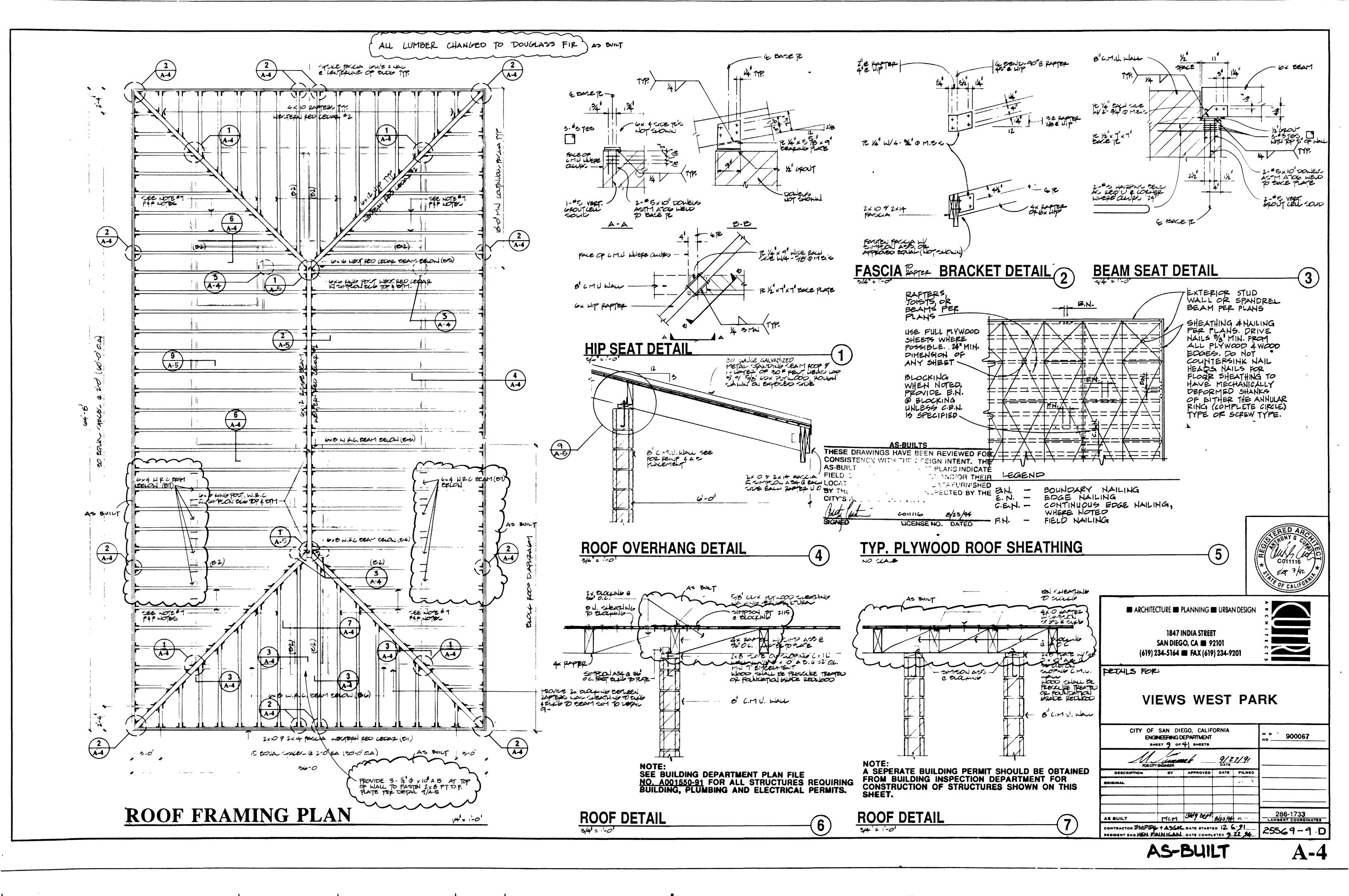
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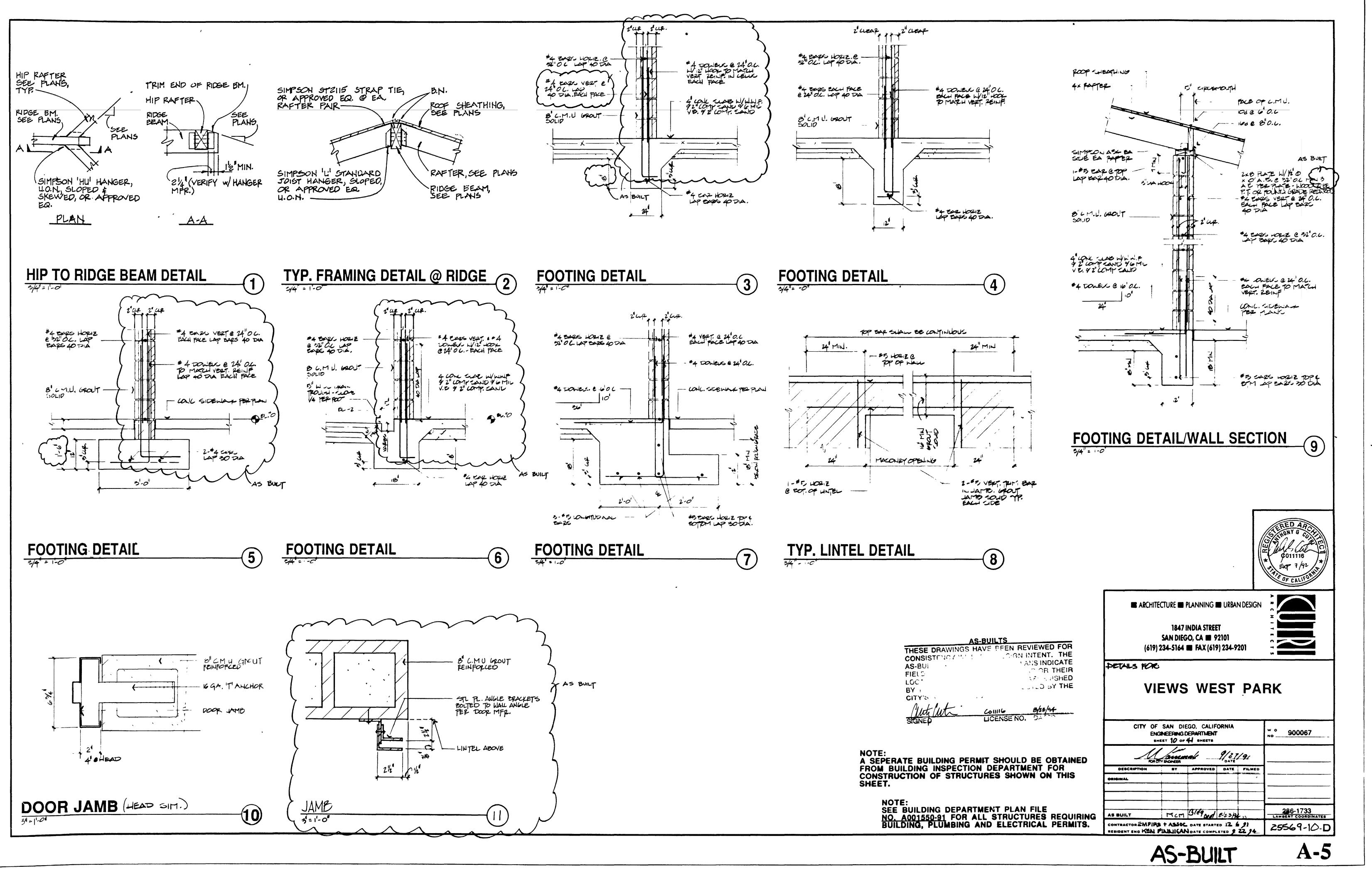
DOOR	DEADLOCK	FINISH	CYLINDER-C BITTED	KEYWA
ELECTRICAL RCOM	M 2 920	32 D	G PIN 14 CORBIN	27
COMMUNITY STORAGE AREA	M 2 920	32D	6PIN 14 RUSSNIN	901
#CITY STORAGE AREA	M-2920	sed	GPIN 14 MISSINN	96
SNACK BAR	H-2920	32D	GPIN 14 PUSSWIN	74

P-1	WATER CL
P-2	URINAL
P-3	LAVATORY
P-4	ELECTRIC
P-5	HOSE BIBB
P-6	FLOOR DR
P-7	DOUBLE ST

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NOTE: These specifications to be read in conjunction with "Standard Specifications for Public Works" (1985)

GENERAL CONDITIONS: See Standard #4. (1-16)

- Contractor shall verify conditions and dimensions at site before starting work and notify Landscape Architect of any discrepancies or inconsistencies found
- Work and materials included in this project shall be in accordance with latest regulations of legally constituted public authorities having jurisdiction and with rules of utility companies furnishing services The plans and specifications shall not be construed as permitting work not in conformance with requirements
- Where required construction details are not shown or noted on these plans the Contractor shall notify the Landscape Architect who shall provide sufficient details for the work to proceed
- Manufacturer's suggested installation methods and specifications shall be followed except where specifically noted otherwise
- Utilities existing or temporary shall be located and marked to avoid damage or personal injury See Standard #5 (1-6)
- Provide all temporary utilities required during construction.
- No substitutions shall be made without consent of the Landscape Architect
- The project area and building site shall be maintained in a safe condition free from the accumulation of debris and scrap material See Standard #7 (8 1-8 7)
- All work shall be conducted in a safe and orderly way
- 10 Quality and craftsmanship of work is subject to approval of the Landscape
- 11 Site to be kept in a neat and orderly way
- 12 Dispose of waste, trash and debris in a safe, acceptable manner In accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction Bury no such waste material and debris on the site Burning of trash and debris on site will not be permitted
- 13 No deviations from the roof framing plan will be allowed without prior notification and approval of the Landscape Architect.
- 14 Location of dump for trash and debris and length of haul is the contractor's responsibility
- 15 Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project. Including safety of all persons and property That his requirement shall apply continuously and not be limited to normal work hours, and that the Contractor shall defend, indemnify and hold the Developer and the Landscape Architect harmless from any and all liability, real or alleged in connection with the performance of work on this project excepting for liability arising from sole negligence of the Developer or the Architect.

EARTHWORK AND SITE PREPARATION:

- All grading and earthwork shall be performed in compliance with local grading codes and ordinances
- Demolition During site preparation all debris and deleterious materials derived from demolition clearing operations should be legally disposed of off-site Any existing utilities that will not be utilized should be removed and properly capped off The depressions resulting from the above operation should be backfilled with soil that has been compacted to at least 90% relative compaction See Standard #300-(4 7)
- Building Pad Preparation Existing fill soils underlying the areas to receive structural loads should be excavated to a depth of 3 feet below the existing grade. Removal operations should extend a minimum horizontal distance of at least 5 feet beyond the perimeter of the building, except where existing concrete walks or A C pavement may be undermined by such excavation In such cases, removal operations shall extend at least 5 feet beyond the edge of the building The removed soils may be stockpiled for future use Fill soils shall then be placed and compacted to at least 90% in 6 to 8 inch lifts to finish grade See Standard #300-(2-4)
- Select Imported Fill Material Imported fill material shall consist of granular nonexpansive soils that contains no organic or deleterious materials. It shall have sufficient cohesion to hold a vertical or near vertical cut for footing excavations. It shall have at least 85% of the material passing the no 4 sieve with no rocks or chunks larger than 1 1/2 inches The import fill should be approved by the Landscape Architect prior to it being delivered to the site See Standard #306-(135).
- Compaction Tests Test methods used to determine the degree of compaction should be performed in accordance with the following American Society for Testing and Materials Test methods

Maximum density and optimum moisture content - A S T M D-1557

Density of soil in place - ASTM D-1558-64 or ASTM D-2922 See Standard #211-(2)

All densities shall be expressed in terms of relative compaction as determined by the foregoing A S T M testing procedures

- Compaction tests to estimate the degree of compaction of the fill will be taken by the Woodward-Clyde Consultants, 1550 Hotel Circle North, San Diego, CA 92108 The location and frequency of the tests shall be at Woodward-Clyde's discretion When the compaction test indicates that the layer shall be reworked, it shall be reworked to meet the desired relative compaction satisfactory to the City's Resident Engineer
- Engineering Observation Field observation by the engineer of work shall be made during the filling and compaction operations so that he can express his opinion regarding the conformance of the grading with the acceptable standards of practice The presence of the engineer of work shall not release the grading contractor from his duty to compact all fill material to the specified degree of compaction.
- Fill shall not be placed during unfavorable weather conditions When work is 8. interrupted by heavy rain, filling operations shall not be resumed until the proper moisture content and density of the fill materials can be achieved. Damaged site conditions resulting from weather or acts of God shall be repaired before acceptance of work

FOUNDATION AND UNDERFLOOR:

- Soil bearing pressure 3000 psf
- Footings shall extend as detailed

CONCRETE: See Standard #201-(1-5), 303-(1,2)

- Concrete shall have the following 28 day minimum compressive strength A Footings and slab on grade 2000 psi
- Cement shall conform to ASTM C 150 I or II
- openings, sleeves, curbs, conduits, etc
- 4 **DOSITION**
- used on all interior slabs
- approved by the Landscape Architect.
- 7 Maximum slump

UON

- A 4" for foundation and slabs B 2" for pavement and curbs
- design to be submitted to the City.
- detailed and as noted on plans.
- 10 requirements of the American Concrete Institute
- **REINFORCING STEEL:** See Standard #201-(2), 303-(1-7, 4.1.3)
- Welded wire fabric shall conform to ASTM A 185.
- Poured against earth B Poured against forms but e Walls D Wall slabs on grade
- schedule contained herein
- Welded wire fabric shall be lapped 1 1/2 spaces (9" min)

- MASONRY: See Standard #202-(2), 303-(4).
- standards of the Concrete Masonry Association
- Portland cement shall conform to ASTM designation C150
- compressive strength shall be 2000 psi
- designation A82
- work to be in accordance with Chapter 24 of the UBC
- masonry of splatter, mortar or efflorescence
- Mortar color to be compatible with masonry units of color
- Grout cells in conformance to UBC.
- these specifications.

Notes to be read in conjunction with structural calculations prepared by.

Arthur Serata & Associates 7940 Silverton Ave, Suite 207 San Diego, CA 92126 (619) 549-7784

Prior to placing concrete, check with all trades to insure proper placement of all

Prior to placing concrete, reinforcing and embedded items shall be well secured in

Floor Hardener Lapidolith of Sonneborn Building Products, Inc or equal shall be

Curing compound ASTM C-309-74 Liquid membrane forming with fugitive dye for identification equal to W.J Burke Co Rez-X compound shall be compatible with finish to be applied thereto Curing compound and areas receiving it shall be

Concrete shall be designed by an approved lab for the strength required. Mix

Concrete slabs Slabs on grade shall be 4" minimum thickness Interior slabs shall be placed over a four inch layer of clean sand Steel trowel interior slabs Light broom exterior slabs unless otherwise noted Score or provide control joints as

All concrete shall be mixed, placed and cured in accordance with the latest minimum

Reinforcing steel shall conform to #3, #4, and #5 bars Grade 40 or Grade 60,

Reinforcing steel shall have a minimum concrete protective covering as follows

		over m	embrane
•	• •	• ••	2"
•••			2"
exposed to earth		•	2"
••		•	3"

Reinforming bars marked continuous shall be spliced by lapping in accordance with

Ail reinforcing bar bends, hooks and placement shall conform to A C I 315-85, Manual of Standard Practice for Detailing Reinforcing Concrete Structures

Welding of reinforcing bars to comply with 1985 U B C standards section 26-B.

Masonry units shall be integrally colored grade N-I hollow Concrete conforming to the ASTM designation C90 and, in addition, the requirements of the quality control

Mortar shall be freshly prepared type S or M and uniformly mixed in the ratio by volumes of 1 part cement, 1/2 part lime putty, 3 parts sand, and shall conform to ASTM designation C270 Minimum compressive strength shall be 1800 psi.

Grout shall be of fluid consistency and mixed in the ratio by volumes of 1 part cement 3 parts sand or 1 part cement, 3 parts sand, 2 parts pea gravel Minimum

Reinforcing steel shall be deformed bars conforming to ASTM designation A615 except that 1/4" ties may be plain bars. Wire reinforcement shall conform to ASTM

Construction shall be of the highest quality workmanship, and all walls shall be laid true and plumb Provisions shall be arranged for all adjoining construction All

The contractor shall use materials to prevent efflorescence and shall clean all

All mortar and grout shall be tested (core sample) by the City for conformance to

11 Masonry shall develop a minimum compressive strength of 1350 psi at 28 days.

ROUGH CARPENTRY:

- Unless otherwise specified, framing members shall be kiln dried western red cedar (max 19% moisture content) NO 2, (u o n)
- Joist hangers, framing anchors, and miscellaneous framing connectors shall be 2 "Simpson" or equal as designated
- Provide standard cut washers between bolt heads or nits and wood members except as noted.
- Cutting, notching or drilling of beams or joists to be permitted only as detailed.
- All steel connections shall be hot dipped galvanized
- All wood framing in contact with slab on grade to be set in mastic bed.

NAILING SCHEDULE:

CONNECTION	NAILING
Joist to sill or girder toe nail	3-8D
Bridging to joist toe nail each end	2-8D
Continuous header two pieces	18D at 16" OC along cach edge
Ceiling joists to plate toe nail	3-8D
Continuous header to stud toe nail	4-8D
Ceiling joists, laps over partitions face nail	3-18D
Ceiling joists to parallel rafters face nail	3-18D
Rafter to plate toe nail	3-8D
Minimum penetration required.	8D. 1 1/2", 18D 1 3/4"

Nails exposed to weather shall be galvanized unless otherwise specified.

- PAINTING AND FINISHING: See Standard #210-(1), 310-(1.1-1.4, 3, 5.5)
- All materials, colors, and finishes other than those specified shall be approved by the Landscape Architect.
- Properly prepare surfaces to be stained or painted Surfaces shall be clean Free 2 from dirt, grease, and any matter that would adversely affect the finish
- Putty nail holes only after prime coat has become dry. Putty used in wood shall match wood finish.

ELECTRICAL: See Standard #209

- Furnish all labor, material, tools, equipment, specialties, transportation, including all cost thereof, required for, or incidental to perform all operations and install the work described herein and as shown on the applicable drawings
- Make detailed arrangements with utility companies for services, and pay all fees and charges levied by them Notify utility companies when work under this section commences
- Complete power and lighting branch circuit wiring, including junction boxes, pull boxes, outlet boxes, devices, materials, and equipment for a complete installation.
- Complete line-voltage wiring to and connection of electrical equipment provided under other sections, including appliances, pull boxes, outlet boxes and switches
- Excavation, compacted backfill and concrete work to complete the work under this
- All work in accordance with latest Local and State codes

PLUMBING:

- The work consists of a complete system including service connections, drainwaste, vent, cold water and gas lines, excavation and compacted back-fill required and the installation of all fixtures, trim, and appliances
- 2 Sewage connections shall be made by the contractor The contractor shall determine depth and proper slope for waste lines prior to establishing floor heights.
- Materials shall be standard UON Water lines shall be type K copper below grade and type L above grade Waste and vent shall be cast iron

Fixtures, Trim and Appliances

- The contractor shall install all fixtures, trim and appliances to be connected to the plumbing system. The contractor shall inspect all units when delivered to the job site and reject all damaged or incomplete items. All accepted units shall be the responsibility of the contractor until completion of the job.
- All work in accordance with latest Local and State codes
- Developer will pay Water Utilities Department charges Contractor will make arrangements for water and sewer connections
- All plumbing and electrical conduit shall be exposed and secured to the wall faces in the plumbing chase

THESE DRA CONSISTEN AS-BUIL FIELD LOCK BY 11-CITY'S

SIGNED

GENERAL NOTES:

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5

EXITS

Co

It shall be the responsibility of the contractor to notify the City of San Diego 48 hours before beginning of work and to call for inspection 24 hours in advance. Any work performed without inspection will be subject to rejection and removal.

The contractor shall be responsible for locating and maintaining any underground utilities encountered during construction

Before excavating, verify location of underground utilities--contact

nderground Service Alert. 'ater & Sewer		· ·	•	.800-422-4133 236-5650
ommunications Division.	•	· · · · ·		. 236-5505 236-5709

Existing Work The location and elevation of improvements to be met by work to be done shall be confirmed by field measurements prior to construction

Protection of existing utilities The contractor shall take precautionary measures to protect the utility lines shown on these plans and any other lines which may not be of record or shown on these plans The contractor shall make exploratory excavations to locate existing underground facilities sufficiently ahead of construction to permit revisions to plans as required to meet existing conditions

Pavement restoration shall be in compliance with "Manual of Administrative Practices for Utility Installation in Public Right of Way" Resolution 217370, dated December 22,1978

1 ALL EXITS TO BE OPENABLE FROM INSIDE WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT

DOORS & HARDWARE

1 ALL PRIMARY ENTRANCES TO BUILDINGS SHALL BE ACCESSIBLE TO THE HANDICAPPED 2-3301(f)

2 THE THRESHOLD SHALL BE NO HIGHER THAN 1/2" ABOVE THE FLOOR EDGE TO BE BEVELLED WITH A SLOPE NO GREATER THAN 1 IN 2, IF MORE THAN 1/4" (2-3304h)

3 DOOR HARDWARE SHALL BE LEVER OR PUSH TYPE, MOUNTED 30" TO 44" ABOVE THE FLOOR AND BE OPERABLE WITH A MAXIMUM EFFORT OF 8 5 LBS FOR EXTERIOR DOORS AND 5 LBS FOR INTERIOR DOORS (2-3304c-3)

4 THE LOWER 10" OF THE DOOR SHALL BE OF A SMOOTH PLANE SURFACE (2-3304m)

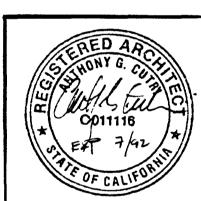
LAVATORIES

1 HOT WATER AND DRAIN PIPES UNDER THE LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES

2 FAUCET CONTROLS AND OPERATING MECHANISM (OPERABLE WITH ONE HAND) SHALL BE OF THE TYPE NOT REOUIRING TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST (SUCH AS LEVER-OPERATED) AND AN OPERATING FORCE NOT EXCEEDING 5 LBS SELF-CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST TEN SECONDS

URINALS

1 THE FORCE REQUIRED TO ACTIVATE THE FLUSH VALVE SHALL BE 5 LBS MAXIMUM AND LOCATED 44" MAXIMUM ABOVE FLOOR 5-1503(b)



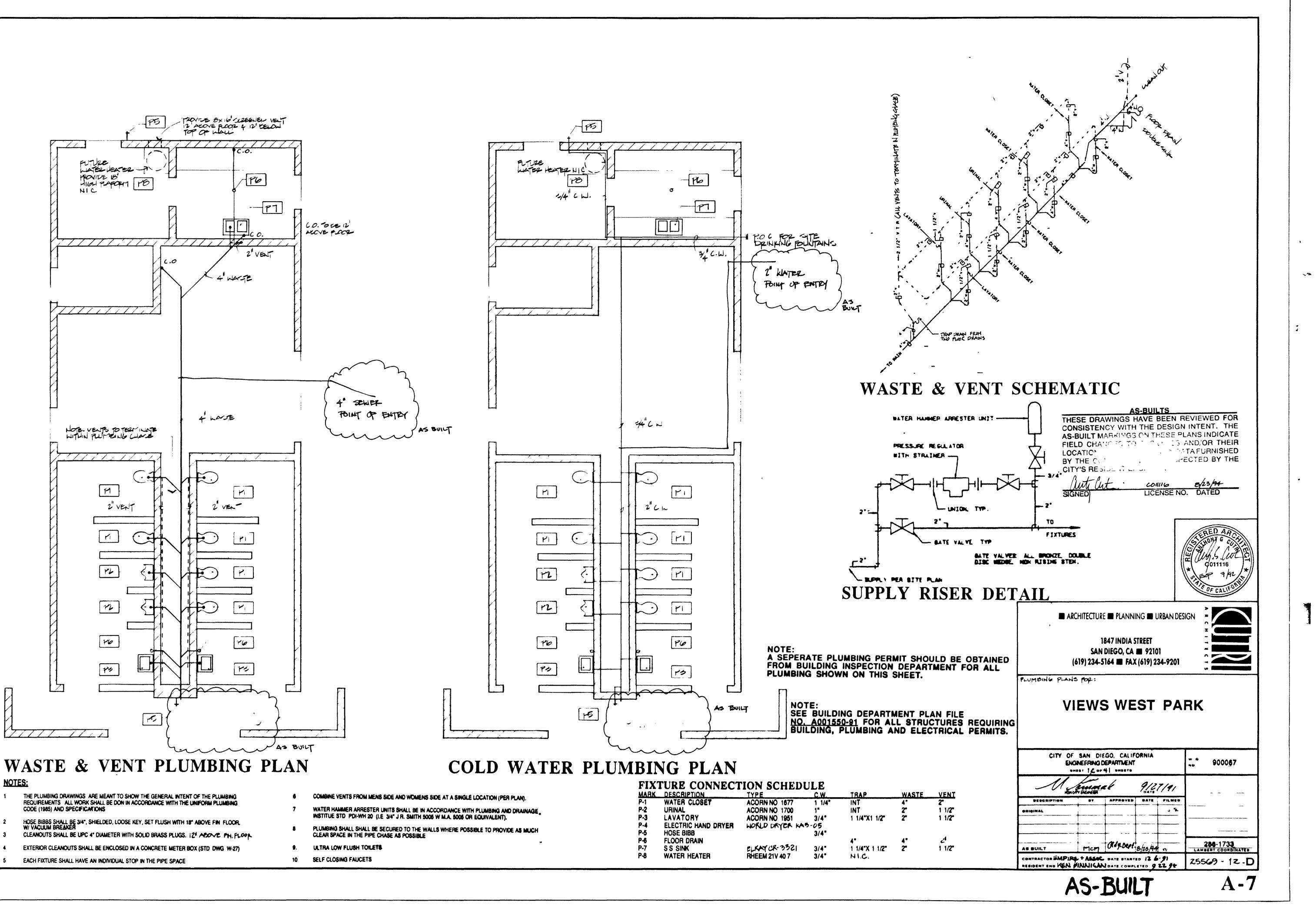
📰 ARCHITECTURE 📰 PLANNING 📰 URBAN DESIGN

1847 INDIA STREET SAN DIEGO, CA 🔳 92101 (619) 234-5164 🔳 FAX (619) 234-9201

SPECIFICATIONS FOR.

VIEWS WEST PARK

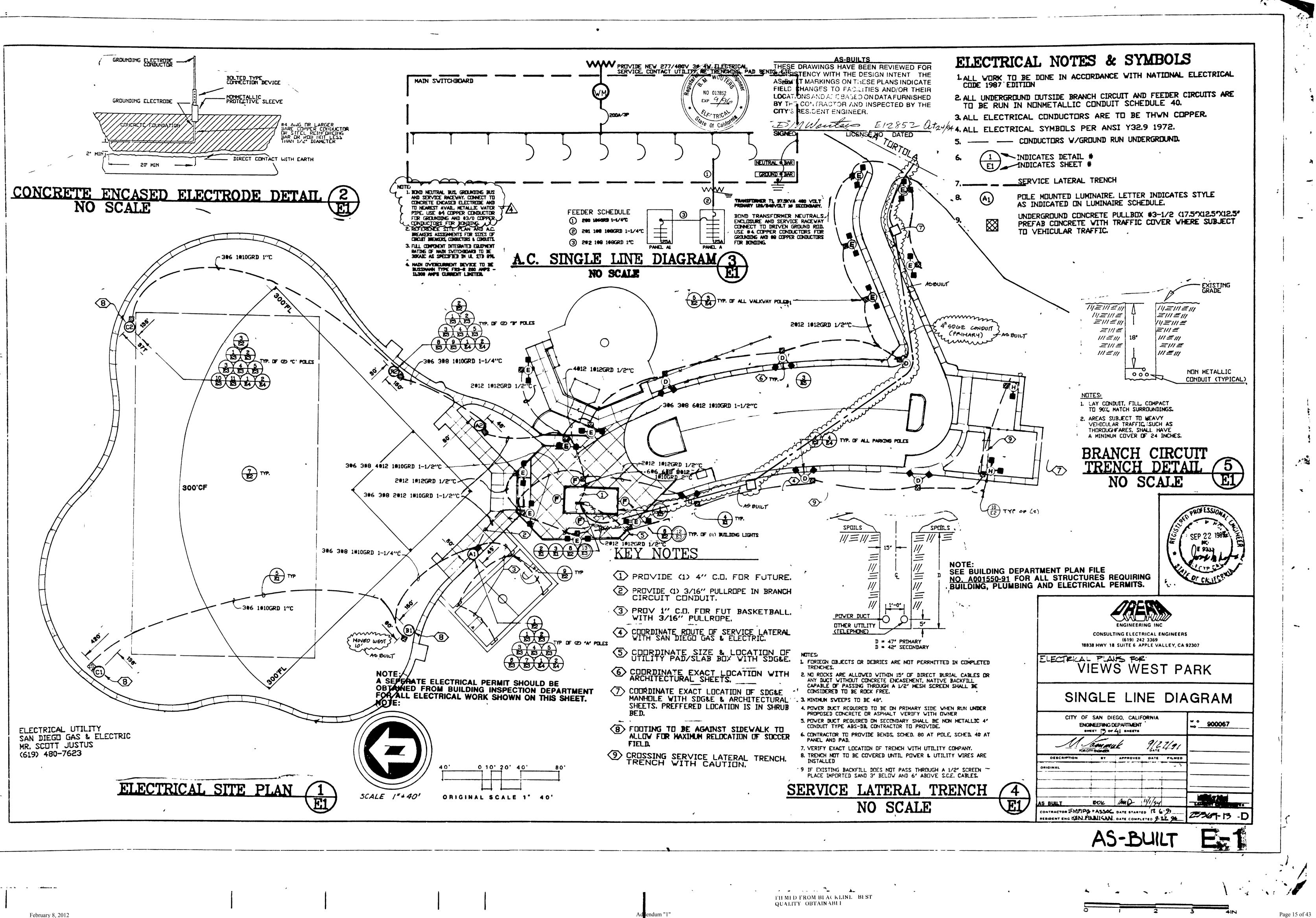
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- 5 EACH FIXTURE SHALL HAVE AN INDIVIDUAL STOP IN THE PIPE SPACE

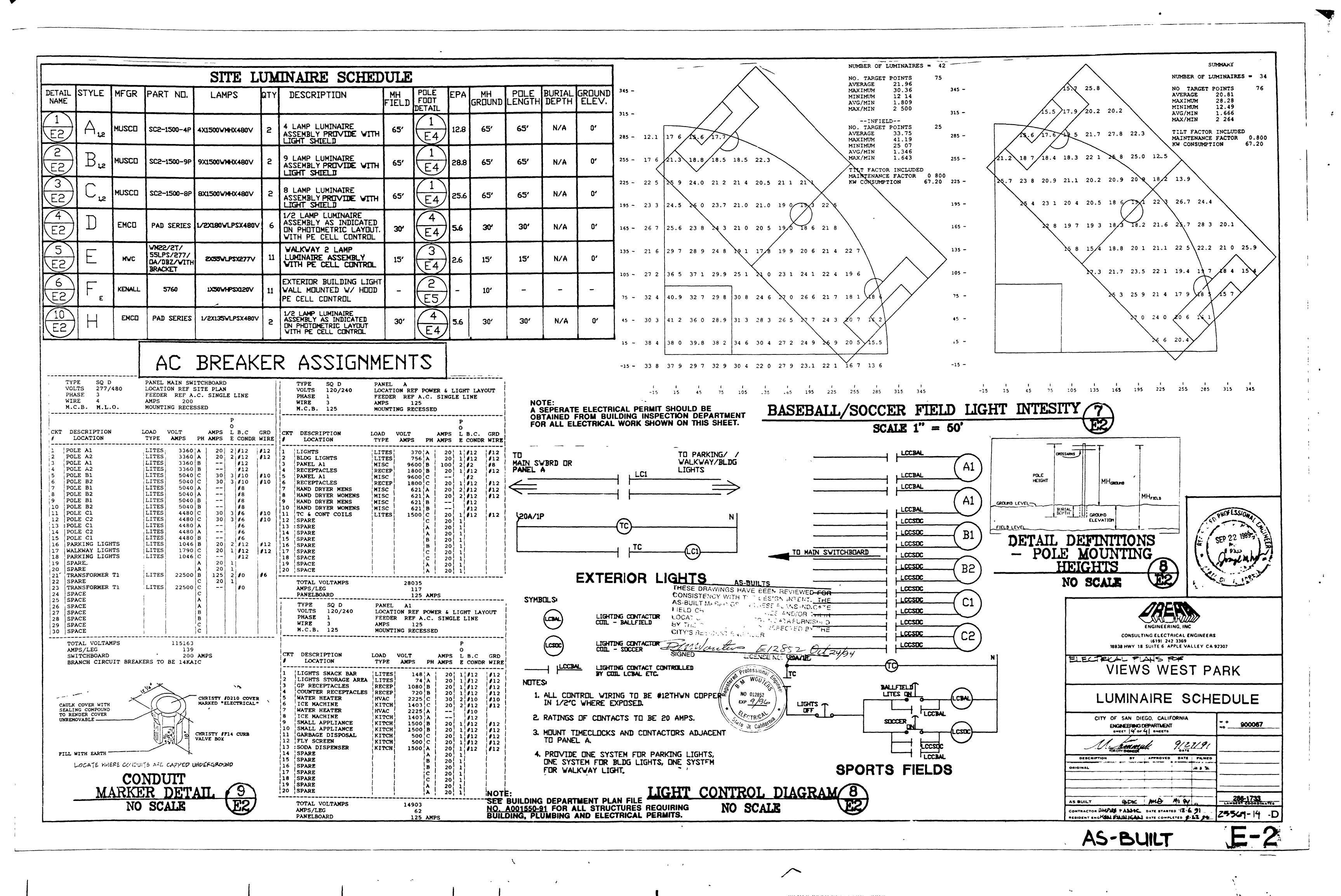
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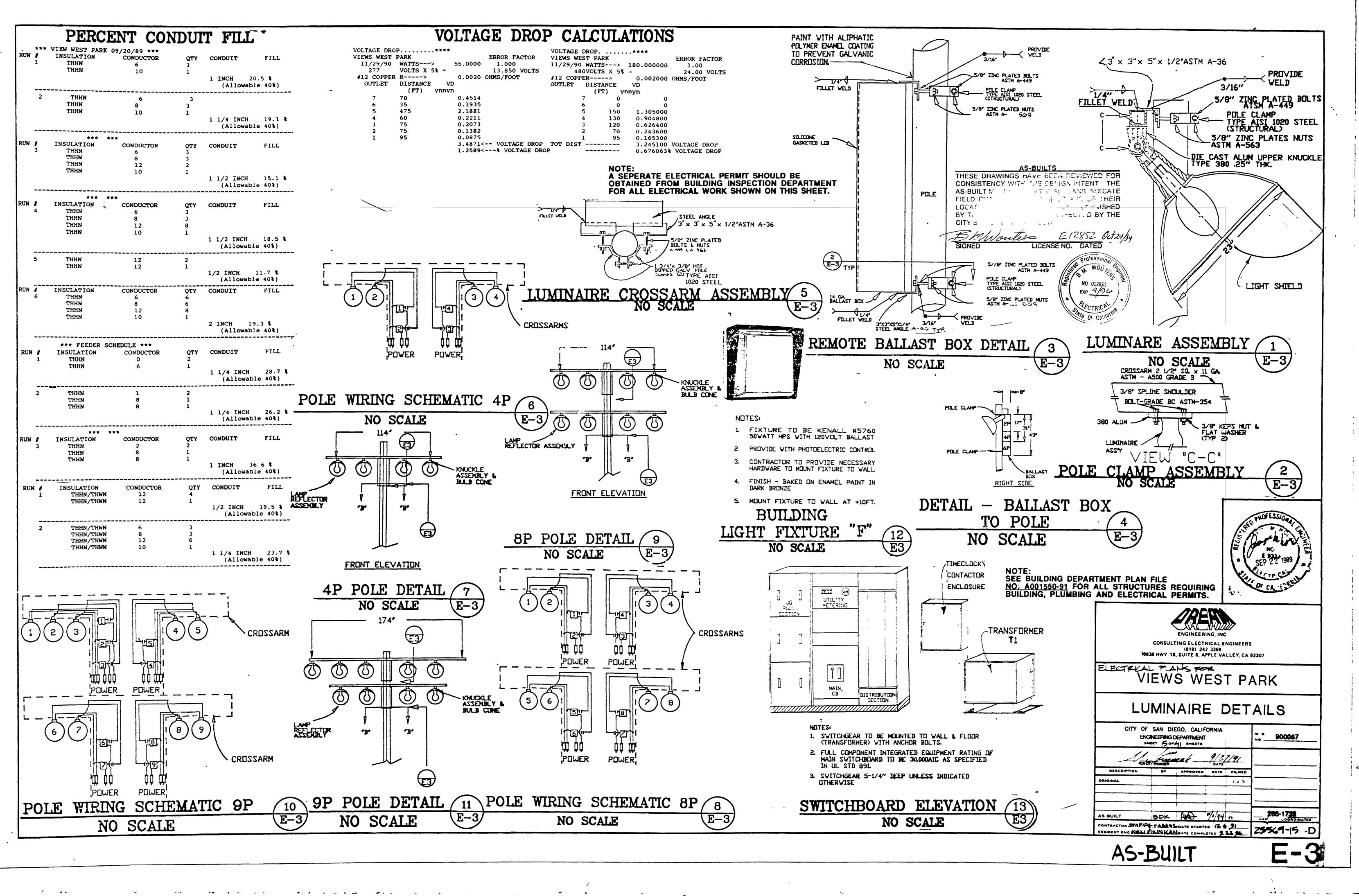
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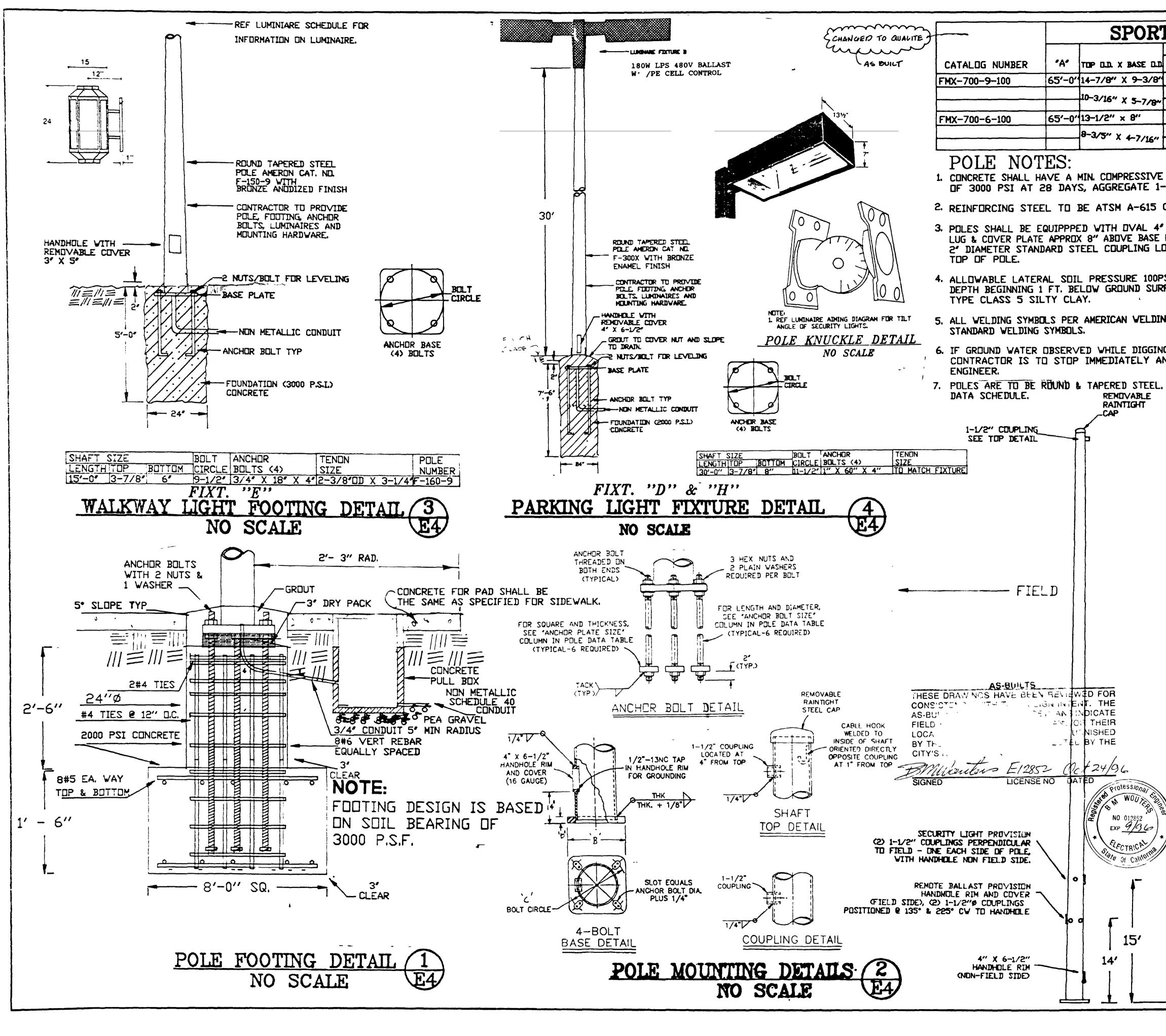


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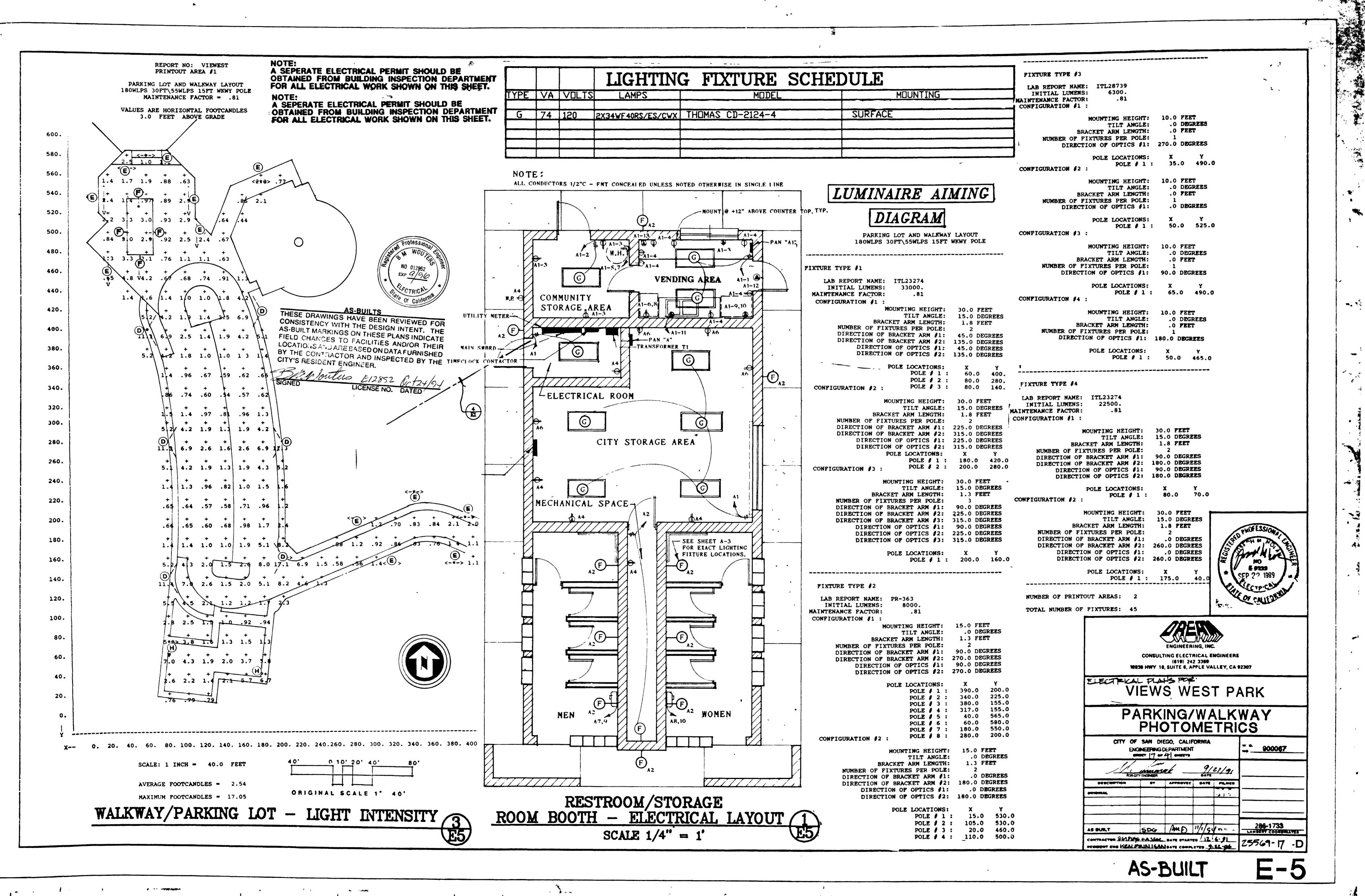


February 8, 2012

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Views West Neighborhood Park ADA Upgrades Design-Build Contract

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* 15-	7/12"	15-11/12"						C1*C5	
		40'-0''	19"SQ		19''	2'	1-3/4"X60"XPLATE	A1,A2	12,8
15-	-5/6"	15-1/2"						!	
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GENERAL CONDITIONS

GOVERNING AGENCY REQUIREMENTS

CONTRACTOR'S INSTALLATION SHALL BE IN CONFORMANCE WITH MINIMUM LOCAL AND STATE CODES HOWEVER, WHEN THE SPECIFICATIONS OR PLANS CALL FOR MATERIALS OF A HIGHER STANDARD, THE PLANS AND SPECS SHALL PREVAIL

PLANS

THESE PLANS ARE BASED ON ENGINEERING PLANS PREPARED BY HALL ENGINEERING

> 2802 JUAN STREET SAN DIEGO, CALIFORNIA 92110 PHONE (619) 298 - 6183

CONTRACTOR IS URGED TO VISIT THE SITE PRIOR TO BID SUBMITTAL ADJUSTMENTS TO STAKING AND/OR QUANTITIES MUST BE APPROVED BY THE OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OWNER APPROVED ENGINEERING, GRADING, IMPROVEMENT AND/OR ARCHITECTURAL PLANS TAKE PRECEDENCE OVER THESE PLANS.

PERMITS, WORK BY OTHERS

THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS, ORDER NECESSARY WORK DONE AND SUBMIT INVOICE FOR DIRECT REIMBURSEMENT OF FEES AND TAXES REQUIRED BY GOVERNING AGENCIES, UNLESS OTHERWISE DIRECTED BY THE OWNER.

<u>CHANGES</u>

CHANGES TO THESE PLANS WITHOUT WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT RELIEVES THE LANDSCAPE ARCHITECT OF ALL RESPONSIBILITY THE OWNER RESERVES THE RIGHT TO SUBSTITUTE. ADD OR DELETE ANY MATERIAL OR LABOR AS THE WORK PROGRESSES ADJUSTMENTS SHALL BE MADE TO THE CONTRACT PRICE AT UNIT PRICES SUBMITTED TO THE OWNER PRIOR TO COMMENCEMENT OF WORK

NOTIFICATION FOR FIELD OBSERVATIONS

THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT. IN WRITING, OF HIS INTENDED START DATE PRIOR TO BEGINNING WORK, AND SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THE OWNER, LANDSCAPE ARCHITECT, GOVERNING AGENCIES AND OTHER CONSTRUCTION TRADES

THE CONTRACTOR SHALL REQUEST FIELD OBSERVATIONS BY THE LANDSCAPE ARCHITECT AND/OR OWNER A MINIMUM OF FORTY EIGHT (48) HOURS IN ADVANCE CONTRACTOR SHALL BE CHARGED BY THE OWNER FOR LANDSCAPE ARCHITECT'S CONTRACT RATE WHEN FIELD VISITS ARE CALLED FOR AND WORK IS NOT READY FOR REVIEW. OR WHEN AN APPOINTMENT IS NOT KEPT BY THE CONTRACTOR

EXISTING SITE CONDITIONS

VERIFY ALL CONDITIONS IN THE FIELD AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES WITHIN THE PLANS PRIOR TO COMMENCEMENT OF WORK CONTRACTOR SHALL OBTAIN NECESSARY ENGINEERING AND/OR ARCHITECTURAL PLANS PRIOR TO BEGINNING WORK, AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THESE PLANS AND THOSE

PRIOR TO COMMENCEMENT OF WORK, ALL SERVICES AND UTILITIES SHALL BE LOCATED BY THE CONTRACTOR OR UTILITY COMPANIES EXISTING UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS, AND THOSE SHOWN ON THESE PLANS, ARE INDICATED IN THEIR APPROXIMATE LOCATION THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONS TO LOCATE AND PROTECT ALL EXISTING UTILITIES AT THE SITE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF THE UTILITIES AND VERIFY DEPTH AND LOCATION PRIOR TO EXCAVATION AND PRIOR TO START OF WORK IF IT IS DETERMINED THAT A POSSIBLE CONFLICT EXISTS. THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING WITH THE OWNER THE RELOCATION OF ANY UTILITIES AND/OR MODIFICATION OF THE PLANS

THE CONTRACTOR IS TO PROTECT ALL EXISTING UTILITIES AT ALL TIMES, AS WELL AS ALL STRUCTURES, PLANT MATERIALS AND OTHER FEATURES INTENDED TO REMAIN ON AND ADJACENT TO THE JOB SITE SHOULD DAMAGE BE INCURRED BY THE CONTRACTOR'S OPERATIONS OR NEGLIGENCE, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO ITS OFIGINAL CONDITION AT HIS EXPENSE

CONSTRUCTION MATERIALS, EQUIPMENT, PLANT MATERIALS

ALL MATERIALS, EQUIPMENT AND PLANT MATERIALS TO BE INSTALLED SHALL BE AS SPECIFIED, AND SHALL BE NEW AND WITHOUT DEFECTS

THE CONTRACTOR SHALL SUBMIT TO THE LANDSCAPE ARCHITECT A LIST OF ANY ITEMS HE WISHES TO SUBSTITUTE AS 'EQUAL' WITH ACCOMPANYING CATALOG INFORMATION SUBSTITUTED EQUIPMENT INSTALLED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT MAY BE REJECTED AND THE CONTRACTOR REQUIRED TO REMOVE SUCH MATERIALS FROM THE SITE AND REPLACE THEM AT HIS EXPENSE THE LANDSCAPE ARCHITECT SHALL DETERMINE THE EQUALITY OF PROPOSED SUBSTITUTE MATERIALS OR EQUIPMENT

ALL REQUESTS FOR SUBSTITUTIONS MUST BE SUBMITTED WITHIN 21 DAYS AFTER SIGNATURE OF THE CONTRACT FOR THIS WORK, OR DATE OF NOTICE TO PROCEED, WHICHEVER IS LATER REQUESTS FOR SUBSTITUTIONS MUST LIST EQUIPMENT AND/OR MATERIALS WHICH ARE ON THE CITY OF SAN DIEGO, PARK AND RECREATION DEPARTMENT CURRENT APPROVED LIST.

CONTRACTOR MUST SUBMIT IN WRITING WITHIN 21 DAYS AFTER CONTRACT AWARD, EVIDENCE THAT HE HAS ORDERED ALL PLAY EQUIPMENT AND SITE FURNISHINGS TO BE USED ON THE PROJECT CONTRACTOR MUST SUBMIT IN WRITING EVIDENCE THAT ALL OTHER MATERIALS TO COMPLETE THE PROJECT HAVE BEEN RESERVED, WITHIN THE 21 DAY PERIOD SPECIFIED ABOVE.

SITE CONDITION DURING WORK

THE CONTRACTOR SHALL MAINTAIN THE SITE IN AN ORDERLY AND SAFE CONDITION AT ALL TIMES DURING CONSTRUCTION, AND SHALL SECURE THE SITE AT THE END OF EACH WORKING DAY

ALL AREAS SHALL BE LEFT CLEAN, FREE OF DEBRIS AND WASHED DOWN UPON COMPLETION OF WORK

RECORD DRAWINGS

CONTRACTOR SHALL PROVIDE RECORD DRAWINGS ("AS BUILTS") OF ALL INSTALLED WORK TO THE OWNER UPON COMPLETION RECORD PLANS SHALL INDICATE ANY AND ALL CHANGES, ADDITIONS OR DELETIONS TO THE PLANS, ESPECIALLY POINTS OF CONNECTION, IRRIGATION PRESSURE LINE LOCATIONS, BACKFLOW PREVENTION DEVICES, PRESSURE REGULATORS, CONTROLLERS, DIRECT BURIAL WIRES, ELECTRIC LINES, UNDERDRAINS, AND ALL OTHER UTILITIES GUARANTEE RECORD DRAWINGS.

× A 604 ALL CONSTRUCTION WORK SHALL BE GUARANTEED AGAINST ALL DEFECTS OF WORKMANSHIP AND MATERIALS, INCLUDING SETTLING OF GRADED AREAS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER

INSPECTIONS

BELOW

	INSPECTION
A.	ROUGH GRA
В	IRRIGATION
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D	HARDSCAPE
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	INSTALLATIO
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PARK INSPECTION TEAM A. SITE SUPERINTENDENT (DEVELOPER'S REPRESENTATIVE) B CONTRACTOR(S) C DESIGN LANDSCAPE ARCHITECT AND/OR CIVIL ENGINEER. ARCHITECT OR ELECTRICAL ENGINEER

ENGINEERING AND DEVELOPMENT FIELD INSPECTOR (CITY) E PARKS AND RECREATION REPRESENTATIVE(S) (CITY)

THE PARK CONSTRUCTION SHALL BE INSPECTED BY A TEAM COMPOSED OF THE MEMBERS LISTED BELOW AT THE STAGES LISTED

STAGES

- DING AND DRAINAGE CERTIFICATION
- PRESSURE TEST
- FOOTINGS FOR WALLS
- E (STAKING AND LAYOUT) PLETION OF DECORATIVE GRADING PRIOR TO
- ON OF IRRIGATION LATERALS
- DING AND SOIL PREPARATION
- COVERAGE TEST

VERY OF PLANTS PRIOR TO PLANTING, AND APPROVAL PRIOR TO EXCAVATION OF PLANTING PITS ND AGAIN FOLLOWING INSTALLATION OF PRE-**) EQUIPMENT AND/OR ON SITE CONSTRUCTED** (I E PLAY EQUIPMENT FOOTINGS, TOT LOT

TION) PLETION OF INSTALLATION (PRE-MAINTENANCE) IPLETION OF THE PRE-MAINTENANCE PUNCH LIST OF

S PRIOR TO COMPLETION OF MAINTENANCE PERIOD. -MAINTENANCE PUNCH LIST IPLETION OF POST-MAINTENANCE PUNCH LIST OF ITEMS K THROUGH ACCEPTANCE BY CITY AND OPEN TO PUBLIC

WALKS SIDEWALKS SHALL HAVE A CONTINUOUS COMMON SURFACE, NOT INTERPUPTED BY STEPS OR BY ADRUPT CHANGES IN LEVEL EXCEEDING 1/2", AND SHALL BE A MINIMUM OF 48" IN WINTH.

SURFACES WITH A SLOPE OF LESS THAN 6% GRADIENT SHALL BE AT LEAST AS SUP-RESISTANT AS THAT DESCRIBED AS A MEDIUM SALTED FINISH.

SURFACES WITH A SLOPE OF 6% GRADIENT OF GREATER SHALL BE SLIP RESISTANT.

SUFFACE CROSS SLOPES SHALL NOT EXCEED 1/4 PER FOOT.

WALKS, SIDEWALKS AND PEDESTRIAN WAYS SHALL BE FREE OF GRATINGS KHENEVER POSSIBLE. FOR GRATINGS LOCATED IN THE SURFACE OF ANY OF THESE AREAS, GRID OPENINGS IN GRATINGS SHALL BE LIMITED TO 1/2" IN THE DIRECTION OF TRAVEL

WHEN THE SLOPE IN THE DIRECTION OF TRAVEL OF ANY WALK EXCEEDS I VERTICAL TO 20 HORIZONTAL, IT SHALL COMPLY WITH THE PROVISIONS FOR PEDESTRIAN RAMPS.

ABRUPT CHANGES IN LEVEL ALONG ANY ACCESSIBLE POUTE SHALL NOT EXCEED 1/2. WHEN CHANGES IN LEVEL TO OCCUP., THEY SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1.2 EXCEPT THAT LEVEL CHANGES NOT EXCEEDING 1/4 MAY BE VERTICAL. WHEN CHANGES IN LEVELS GREATER THAN 1/2" ARE NECESSARY, THEY SHALL COMPLY WITH THE REQUIREMENTS FOR UPB RAMPS.

WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN GO BY GO AT A DOOR OR GATE THAT SHINGS TOWARD THE WALK, AND NOT LESS THAN 48 WIDE BY 44 DEEP AT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALK. SUCH WALKS SHALL EXTEND 24" TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK.

ALL WALKS WITH CONTINUOUS GRADIENTS SHALL HAVE LEVEL AREAS AT LEAST 5 FEET IN LENGTH AT INTERVALS OF AT LEAST EVERY 400 FEET.

THE WIDTH OF PAMPS SHALL BE AS REQUIRED FOR STAIRWAYS AND EXITS.

RAMPS SERVING A PRIMARY ENTRANCE SHALL BE NOT LESS THAN 5 FEET WIDE.

RAMPS IN OTHER THE R OLCUPANCIES WITH AN OLLUPANT LOAD OF 50 OR LESS SHALL BE NOT LESS THAN 4 WIDE.

THE SLOPE OF A RAMP SHALL NOT EXCEED 1 12.

INTERMEDIATE LANDINGS ON A RAMP SHALL BE PROVIDED AT TURNS AND WHENEVER THE CHANGE IN LEVEL EXCEEDS 30.

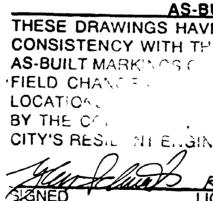
THE TOP LANDINGS ON A RAMP SHALL BE NOT LESS THAN GO WIDE AND SHALL HAVE A LENGTH OF NOT LESS THAN GO IN THE DIRECTION OF RAMP RUN.

THE BOTTOM LANDING SHALL BE NOT LESS THAN 72" DEEP.

INTERMEDIATE LANDINGS ON STRAIGHT RAMPS SHALL HAVE A DEPTH OF NOT LESS THAN 5 FEET. INTERMEDIATE LANDINGS ON RAMPS THAT TURN GREATER THAN 30 DEGREES SHALL BE NOT LESS THAN 6 FEET IN DEPTH.

CONTINUOUS HANDRAILS SHALL BE PLACED ON EACH SIDE OF EACH RAMP WHEN THE SLOPE EXCEEDS (IN 15, SHALL BE 34 AND SHALL EXTEND 12 BEYOND THE TOP AND BOTTOM OF THE RAMP

SURFACES OF RAMPS SHALL BE SUP RESISTANT.



MON

	JOB #: &1-034 DESIGN: KH DRAWN LOAD CHLCKFD: KH SCALE: N/A DATE 11-20-09 RLVISED: <u>6-22-90</u> 7-11-90 1-20-90	
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	Jaces Cherry	
UILTS E BEEN REVIEWED FOR E DESIGN INTENT THE CALANS INDICATE S AND/OR THEIR COMPECTED BY THE COPECTED BY THE	LAND DESIGN OF SAN DIEGO LANDSCAPE ARCHITECTURE 740 13th STREET SUITE 508 SAN DIEGO, CA 92101 PHONE: (619) 232-7272 GENERAL SPECIFICATION & FOR VIEWS WEST PARK	
CENSE NO. DATED	CITY OF SAN DIEGO. CALIFORNIA ENGNEEFING DEFARTMENT SHEET IB OF 41 SHEETS DESCRIPTION DE	
A. SOG, ADDEL MCM, ADDEL	AS BUILT SDG JAY 11.3.14 IV 11 286-1733 CONTRACTOR ÉMPLOYE + ASSOC DATE CTARTED 12 6 91 RESIDENT ENO HEN FININKAN DATE COMPLETED 9.22 94 25569-18 -D NOTE PER PLANNING DEPARTMENT REQUIREMENT. LS-1 NOTES PER PLANNING DEPARTMENT REQUIREMENT. LS-1	

CONSTRUCTION

<u>PLAN</u>

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THE PLAN IS DIAGRAMMATIC REFER TO NOTES, DETAILS, LEGENDS AND SPECIFICATIONS TO VERIFY SPECIFICS OF CONSTRUCTION ITEMS ALL CONSTRUCTION ITEMS SHALL BE LOCATED AS DIMENSIONED ON THE PLANS UNLESS OTHERWISE INDICATED

DECORATIVE GRADING AND DRAINAGE

ALL DECORATIVE GRADING, SPOT ELEVATIONS, DRAINAGE, SWALES, RETAINING WALLS AND IMPROVEMENTS SHOWN ON THESE PLANS ARE BASED UPON INFORMATION PROVIDED BY THE CLIENT OR THE ENGINEER THESE PLANS ARE PREPARED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR THE LANDSCAPE CONTRACTOR MUST VERIFY ALL CONDITIONS IN THE FIELD AND RESOLVE ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT OR OWNER PRIOR TO COMMENCEMENT OF WORK

DECORATIVE GRADING CONTOURS AND SPOT ELEVATIONS ARE IN RELATION TO EXISTING GRADES AT BUILDINGS, OTHER EXISTING STRUCTURES AND AT PROPERTY LINES FINISH GRADE SHALL BE 6" BELOW BUILDING FINISH FLOOR ELEVATION, UNLESS OTHERWISE NOTED THERE SHALL BE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES

FINISHED GRADE SHALL BE 2" BELOW ADJACENT PAVED SURFACES IN ALL PLANTING AREAS EXCEPT AS OTHERWISE NOTED LANDSCAPE CONTRACTOR SHALL VERIFY, IN THE FIELD, THE EXTENT OF IMPORT OR EXPORT REQUIRED TO INSURE FINAL GRADES AND NOTIFY THE OWNER OF ANY DISCREPANCIES WHICH WILL AFFECT HIS WORK PRIOR TO BEGINNING WORK FINISHED GRADE SHALL INCLUDE TOPSOIL AS REQUIRED HEREIN ALL TOPSOIL NECESSARY TO ACHIEVE FINISHED GRADE SHALL BE PROVIDED BY THE CONTRACTOR

LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACHIEVING POSITIVE DRAINAGE AT THE FOLLOWING MINIMUM GRADIENTS UNLESS NOTED OTHERWISE

> A) OPEN PLAY AREAS - 3% MAX B) PLAYING FIELDS - 1% MIN AND 1 5% MAX

C) PARKING LOTS (AC PAVED) - 1 5% MIN 3% MAX D) PCC WALKS - 3% MAX CROSS PITCH WALKS NOT CONTIGUOUS WITH STREETS SHALL MEET TITLE 24 REQUIREMENTS

E) LAWN AREA, 51 MAX

F) SOFTBALL AND BASEBALL FIELDS SHALL BE DESIGNED TO DRAIN AWAY FROM HOME PLATE AND THE BACKSTOP FIELD GRADES, 1-1 5% MAX G) BARK GROUNDCOVER - 3% MAX.

FILTER BLANKET

FILTER BLANKET TO BE A NON-WOVEN MESH OF POLYESTER FILTER FABRIC OR A BONDED VINYL MONÓFILAMENT FABRIC SUCH AS "STABILENKA" BY BASF CORP, GEOMATRIX SYSTEMS,

"MIRAMAT" BY MIRAFI, INC (BY 3M) OR "THE WEED TAMER" BY DU PONT (DISTRIBUTED BY HYDROSCAPE PRODUCTS, SAN DIEGO)

SAND AT PLAY LOT

SAND SHALL BE ACCORDING TO PARK AND RECREATION REQUIREMENTS IMPORTED SAND FILL FOR PLAY AREA SHALL BE CLEAN, WASHED, MANUFACTURED #20 SAND. FREE OF DELETERIOUS ORGANIC MATERIAL, LOAM, CLAY, AND DEBRIS, WITH A 'MEAN EFFECTIVE SIZE' BETWEEN 42 AND 53 AND A 'MEAN UNIFORMITY COEFFICIENT' BETWEEN 136 AND 154 THE CONTRACTOR SHALL SUBMIT CERTIFICATION OF THE ABOVE REQUIREMENT TO THE PARK AND RECREATION DEPARTMENT VIA THE FIELD ENGINEER SAND IS AVAILABLE AT U.S. SILICA SAND COMPANY, OCEANSIDE, CA PHONE (619) 757 - 2630 OR APPROVED EQUAL.

MASONRY WORK

ALL MASONRY COURSES FOR FREE STANDING AND RETAINING WALLS SHALL BE SET LEVEL ELEVATIONS AT TOP OF WALL SHALL BE PLUS OR MINUS 4 INCHES AS SHOWN ON PLAN RESOLVE ANY DISCREPANCIES PRIOR TO BEGINNING WORK

SPLIT FACE BLOCK

SPLIT FACE BLOCK SHALL CONFORM TO STRUCTURAL REQUIREMENTS OF A S T M C90, GRADE N, MEDIUM WEIGHT FINISH SHALL BE R C P COMPANY NATURAL COLOR WITH PUMICE AGGREGATE OR APPROVED EQUAL

ANTI-GRAFFITTI COATING

ANTI-GRAFFITTI COATING SHALL BE "HARD-GUARD" AS SUPPLIED BY GRAFFITTI SOLUTIONS OR APPROVED EQUAL CONTACT BRUCE HARB, PHONE (619) 466-9766

MORTAR JOINTS

ALL MORTAR SHALL BE PORTLAND CEMENT, TYPE 'S' LIME MORTAR. CONFORMING TO THE LATEST ASTM STANDARDS USE MATERIALS AND MIX BY PROPORTIONS IN ACCORDANCE WITH BIA M1-72 ALL VISIBLE JOINTS SHALL NOT EXCEED 1/2 INCH

EXPANSION JOINTS

EXPANSION JOINTS SHALL CONFORM TO THE STANDARD SPECIFICATIONS, SECTIONS 201-3 1, 201-3 2 AND 201-3.4

CONCRETE WORK

CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO THE LATEST ASTM STANDARD SPECIFICATIONS FOR PORTLAND CEMENT, C-150, TYPE II, LOW ALKALINE ONE BRAND ONLY SHALL BE USED

AGGREGATE SHALL COMPLY WITH ASTM C-33, UNLESS OTHERWISE NOTED

WATER SHALL BE FRESH, CLEAN, FREE FROM OIL, SALTS, ACIDS, ALKALINES AND INJURIOUS AMOUNTS OF ORGANIC MATTER

ALL TRANSIT MIXED CONCRETE SHALL BE DELIVERED IN ACCORDANCE WITH ASTM C-94

CONCRETE SHALL HAVE COMPRESSIVE STRENGTH OF TWO THOUSAND FIVE HUNDRED POUNDS PER SQUARE INCH AT THE END OF TWENTY-EIGHT DAYS

ALL CONCRETE SHALL CONFORM TO THE SHAPES, DIMENSIONS AND FINISH GRADES SHOWN ON THE PLANS ALL CONCRETE SHALL BE DENSE, FREE FROM HONEYCOMBING OR OTHER DEFECTS ALL EXPOSED SURFACES SHALL BE FREE FROM POUR LINES AND JOINT LINES AND SHALL HAVE A UNIFORM TEXTURE

SUBGRADES BENEATH CONCRETE SHALL BE UNDISTURBED NATURAL GROUND OR SHALL BE COMPACTED TO NINETY PERCENT MINIMUM

SIDEWALKS SHALL CONFORM TO SAN DIEGO REGIONAL STANDARD DRAWINGS #G-7, G-9, AND/OR G-11 EXPANSION JOINTS AND WEAKENED PLANE JOINTS SHALL BE AS SHOWN IN SDRSD G-10 UNLESS OTHERWISE NOTED ALL SIDEWALKS SHALL RECEIVE A LIGHT BROOM FINISH PARALLEL TO SCORE JOINTS TO PRODUCE A NON-SLIP SURFACE

STRUCTURAL IRON AND STEEL

ALL STRUCTURAL STEEL AND MISCELLANEOUS IRON SHALL CONFORM TO ASTM A-36 STEEL REINFORCEMENT FOR CONCRETE SHALL CONFORM TO SECTION 201-2 OF 'STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION' ALL REINFORCING BARS SHALL CONFORM TO ASTM A-615, GRADE 40 KINKED BARS SHALL NOT BE USED ALL WELDS SHALL BE CONTINUOUS AND FREE FROM IRREGULARITIES

ASPHALT PAVING

ALL ASPHALT CONCRETE PAVING, PATCHING AND CUTTING SHALL CONFORM TO THE LATEST EDITION OF "STANDARD SPECIFICATIONS FOR PUBLIC WORKS', SECTIONS 203-6 AND 302-5 AND STANDARD DRAWING 113 USE SCHEDULE J AND CBR'S FOR PARKING LOT AND AR 8000 OIL

PAINTING/PRESERVATIVES/STAINING

ALL EXPOSED METAL SURFACES DESIGNATED AS BEING PAINTED SHALL RECEIVE TWO COATS OF RUSTOLEUM OR APPROVED EQUAL METAL PRIMER AND ONE COAT OF SPECIFIED ENAMEL WOOD SHALL NOT BE PRIMED WOOD SURFACES SHALL RECEIVE TWO COATS PAINT MINIMUM AS NEEDED TO COVER SUBMIT COLOR SAMPLES

CHAIN LINK FENCE

CHAIN LINK FENCING SHALL CONFORM TO THE STANDARD SPECIFICATIONS, SECTION 206-6 FOR ALL CHAINLINK FENCING (EXCEPT BASEBALL BACKSTOPS, AND PLAYERS PROTECTIVE FENCE) CHAIN LINK FABRIC SHALL BE NINE (9) GAUGE GALVANIZED STEEL WIRE AFTER FABRICATION, BEFORE COATING COATING SHALL BE FUSION-BONDED BLACK VINYL POSTS AND TOP AND BOTTOM RAILS SHALL BE GALVANIZED STEEL AND ELECTROSTATICALLY PAINTED BLACK HEIGHTS OF FENCE SHALL BE SHOWN ON THE PLANS

FOR SPECIFICATIONS FOR BASEBALL BACKSTOPS AND PLAYERS PROTECTIVE FENCE, SEE PLANS FOR BACKSTOP DETAILS, PAGE D-3 STRIPING ON COURT

PAINT SHALL BE USED SEE PLANS FOR LAYOUT

INFIELD MIX

IMPORTED INFIELD SOIL BALLFIELD INFIELD (SKINNED AREA) SHALL BE CONSTRUCTED TO CROWN WITH NOT LESS THAN 6 INCHES OF IMPORTED INFIELD SOIL IN THE CENTER, TAPERING TO NOT LESS THAN 4 INCHES ON THE EDGES AND CONFORMING TO THE FOLLOWING REQUIREMENTS

A)AGGREGATE

SIEVE ANALYSIS.

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NO	4
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NO	30
NO	50
NO	100
NO	200

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						DISTRIBUTOR #0	MORTON EQUIPMENT 7079 MISSION GORGERD. STE. SAN DIEGO, CA 92120	<u>۸</u>	JOB #: 89-034 DESIGN: KH DRAWN: FSD CHECKED: KH SCALE: HA
							(619)286-4112		DATE: <u> -28-89</u> REVISED: <u>6-22-90</u> 7/11/90
				METHOD (CA 217			HANSON ASSOCIATES 1938 E PAMONA SANTA ANA, CALIFORNIA 92705 (714) 258-1616		11-20-90
)) PH SHALL BE	6-8 5						GAMETIME-SOUTHERN CALIFORNIA REF MOORE RECREATION & PARK EQUIPMEN		
Y THE CONTRA	CTOR			ST BE FURNISHED			P O BOX 337 THOUSAND OAKS, CALIFORNIA 91359 (800) 831-3606		
) INFIELD AREA S FOR AREAS 1		AMENDE	ED WITH SOI	L CONDITIONERS		DISTRIBUTOR #3	INDUSTRIES SUPPLY COMPANY 3280 MARKET STREET		
80875 SAN DIE	GO, CA 92108, (619) 281-	1914, OR AF	S ROAD, P O BOX PROVED EQUAL IOVAL PRIOR TO			SAN DIEGO, CALIFORNIA 92102 (619) 239-0371		
ACEMENT		`				DISTRIBUTOR #4	SITE SCHEMES 1720 E GARRY AVENUE, SUITE 111 SANTA ANA, CALIFORNIA 92705		
IXTURES, FENG	COURT ELIMIN E AND ENTRY W N BARK DEDU	ALLS IN	PLACE INSTA	UDING STRIPING, ALL TWO INCH (2°) .ECT ALTERNATE		DISTRIBUTOR #5	(800) 527-7023 WAKEFIELD COMPANY 1434 E BOUCHARD AVE SANTA ANA, CALIFORNIA 92705 (714) 542-4255		
EDUCTIVE BID	ALTERNATE B						RE LISTED FOR THE CONVENIEN		
EDGE, POLES RRIGATION HE	AND NET REP D(S) DEDUCTIV INSTALLATION	ACE WI	TH LAWN A	ING SAND, MOW ND ADDITIONAL ALTERNATE LAWN		CONTRACTOR MA OUTLINED IN THE EQUIPMENT, INCLU EACH PIECE AND IT NOT PLACE ORDE	WARRANTY OF PERFORMANCE IS IMPLIE AY SUBMIT REQUESTS FOR SUBSTI GENERAL CONDITIONS IN THE CA JDE A SCALED PLAN SHOWING THE PL 'S SURROUNDING SAFETY ZONE CONT RS FOR SUBSTITUTED EQUIPMENT W OF THE LANDSCAPE ARCHITECT AND T	TUTIONS AS SE OF PLAY ACEMENT OF TRACTOR MAY /ITHOUT THE	
A MOD		CAPE	-	COMMENTS SEE PLAN PAGE LC-3 FOR LAYOUT	DISTR. #1	ALL REQUESTED S	SUBSTITUTED PLAY EQUIPMENT MUST	APPEAR ON	
SYMBOL DES B MOE STR	PLAY EQUIF CRIPT MANU ULAR LAND JCTURE STRU	FCTR SCAPE STURES		COMMENTS SEE PLAN, PAGE LC-3 FOR LAYOUT	DISTR. #1	PISTPIBLITOR	po box 30	4 40 77	
SITE FURNIS			UNEN 3 SFE	CIFICATIONS			(200) 487-0488	-0012	
YM. DESCRIF	T MANFCT	α ατγ	MODEL #	COMMENTS	DISTR	PISTRIBLITOP	PO BOX 3337		
C BARBEC				DUAL LEVEL	#1		THOLISAND CAPS, CA 91359 (805) 375-1324		
D BASKET BACK ST BASKET GOAL W	OP BALL GAMETIN			CAST ALUMINUM FAN SHAPE DOUBLE RIM HOOI W/STEEL NET	#2 P #2			AS-BUILTS	IN REVIEWED FOR
E BENCH	TIMBERF)RM 12	2603- 6	BOULEVARD (BLACK COLOR) CONCRETE ANCH	#5 OR BOLTS			AS-BUILT MC FIELD LOCAT BY Trice	COR THEIR COR THEIR
F BIKE RAG	K BURKE	2	BR-6-5	EXTRA HEAVY DL	ጠ #0			CITY'S M.	LED BY THE
G BLEACH	ERS GENERA SEATING		PN205	5 ROWS 70 SEATS	; #4			OVENED LICENS	2/38 10/18/94- ENU DATED
H PLAYERS BENCH	GENERA SEATING		PN103-B	20' BENCH W/ OUT BACKREST	#4				
J DRINKIN FOUNTA		3	3176HFP	HANDICAPPED	#3				
K PICNIC 1	ABLE LANDSC		885-11642	E TENDERTUFF (BLACK COLOR)	#4				
L TRASH	FORM WA RECEPTA			EXPOSED AGGREC LIGHT SAND-BLAS • EPOXY TO PAVEN				CONSTRUCTION SPECIFI	
M TREE GR	ATE UPBAN	FIES 7	OT-TTLE 24	(WITH METAL LINE 4' SOULARE GR W/ STANDARD FR	ATE #6		CANDSCAPT DI	VIEWS WES	r park
N VOLLEYI	ALL LANDSC		9700 r	PERMANENT POST W/ NET TO BE TUR TO CITY PRIOR TO	NED OVER		Jauen Hangia		
				ACCEPTANCE			* No 2483 * 13/9/*	CITY OF SAN DIEGO CALIFORNI ENGINEERING DEPARTMENT SHEET19 OF 41 SHEETS	~° <u>900067</u>
		1 1						DESCRIPTION BY APPROVED DAY	27/9/ TE FILMED
Q HOT ASH CONTAIN		MLE 3	7460 Sand	EXPOSED CONCRELIGHT SAND-BLAS			N OF SAN DIEGO	INAL.	
NOTE ATTACH	WITH TWO PART	EPOXY	Ċ	WITH METAL LINER OMIT METAL TOP FO HOT ASH CONTAINE	& DOOR) DR	740 13th ST SAN DIEGO,	REET SUITE 508	RACTOR SMILLE TASSAC DATE STARTED	286-1733 WW 90 34 286-1733 LAWSERT COORDINATES L.G.PI OFFICE D
						PHONE. (619) 232-7272 RESIL	AS-BUILT	25569-19-D LS-2
			107-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1						

STRIPING ON BASKETBALL COURT SHALL BE BAUER #1056A9 DRY YELLOW OR APPROVED EQUAL APPLY TWO COATS NO FAST DRYING

PERCENT PASSING	
MINIMUM	MAXIMUM
100%	
90%	100%
85%	95%
65%	95%
35%	55%
20%	35%
10%	25%

IRRIGATION

<u>PLAN</u>

THE PLAN IS DIAGRAMMATIC ALL IRRIGATION EQUIPMENT IS TO BE LOCATED IN PLANTING AREAS AND NOT IN PAVED AREAS, UNLESS SPECIFICALLY NOTED OTHERWISE REFER TO NOTES, DETAILS AND LEGENDS TO VERIFY LOCATION OF ALL IRRIGATION EQUIPMENT

PLUMBING PERMIT

CONTRACTOR SHALL VERIFY NEED FOR SEPARATE PLUMBING PERMIT WITH LOCAL BUILDING INSPECTION DEPARTMENT WHEN A SEPARATE PERMIT IS REQUIRED THE CONTRACTOR SHALL OBTAIN THAT PERMIT AS PART OF THIS CONTRACT

<u>GUARANTEE</u>

THE CONTRACTOR'S GUARANTEE SHALL CONSIST OF SECTION 308-7 OF THE STANDARD SPECIFICATIONS AND THE FOLLOWING

THE ENTIRE IRRIGATION SYSTEM SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE OF WORK SHOULD THE CONTRACTOR FAIL DURING THE GUARANTEE PERIOD TO EXPEDITIOUSLY CORRECT A DEFECT UPON WRITTEN NOTIFICATION BY THE CITY, THE CITY SHALL CAUSE THE WORK TO BE CORRECTED AND BILL THE ACTUAL COSTS INCURRED TO THE CONTRACTOR DEFECT CORRECTIONS SHALL INCLUDE THE COMPLETE RESTORATION OF EXISTING IMPROVEMENTS THAT WERE DAMAGED AS A RESULT OF THE DEFECT

MATERIALS

ALL MATERIALS AND EQUIPMENT USED IN SPRINKLER 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, A LIST OF ALL MATERIALS AND EQUIPMENT HE PROPOSES TO USE SHOULD THE CONTRACTOR PROPOSE TO USE MATERIAL(S) OR EQUIPMENT OTHER THAN THOSE LISTED AS "APPROVED", HE SHALL SUBMIT IN WRITING, TO THE CITY, A REQUEST TO DEVIATE FROM THE APPROVED LIST SAMPLES OF THE MATERIAL(S) OR EQUIPMENT SHOULD ACCOMPANY THE REQUEST TO ASSIST IN THE EVALUATION OF THE PROPOSED SUBSTITUTION THE BURDEN OF PROOF SHALL BE BORNE BY THE CONTRACTOR

PVC PRESSURE LINE PIPE (UNDER 2 INCHES) SHALL BE SCHEDULE 40 PVC, (2 INCHES AND LARGER) SHALL BE CLASS 315 PVC TYPE 1120-1220 PRESSURE LINE FITTINGS SHALL BE TYPE 1-11, SCHEDULE 40, NSF APPROVED, OR SCHEDULE 80 WHERE NOTED.

PVC NON-PRESSURE PIPE (LATERALS) SHALL BE PVC, SCH 40, TYPE 1120-1220 LATERAL LINE-FITTINGS SHALL BE TYPE 1-11, SCHEDULE 40, NSF APPROVED

ALL PIPE SHALL BE MARKED AT INTERVALS NOT TO EXCEED FIVE FEET WITH THE FOLLOWING INFORMATION MANUFACTURER'S NAME, PIPE SIZE, PVC TYPE AND GRADE, AND PRESSURE RATING IN PSI

SOLVENT AND GLUE SHALL BE AS RECOMMENDED BY PIPE MANUFACTURER AND SHALL BE NSF APPROVED

IRRIGATION COMPONENTS

ALL IRRIGATION COMPONENTS SHALL BE AS SHOWN IN THE IRRIGATION LEGEND WHEN COMPONENTS ARE NOT SHOWN. THEY SHALL BE AS SPECIFIED HEREIN

PRESSURE REGULATORS SHALL BE MANUFACTURED OF BRASS AND SHALL BE CAPABLE OF WITHSTANDING A COLD WATER WORKING PRESSURE OF 150 POUNDS PER SQUARE INCH EACH PRESSURE REGULATOR SHALL BE EQUIPPED WITH A UNION THE PRESSURE REGULATOR SHALL BE PRESET AT NOT LESS THAN 30 POUNDS PER SQUARE INCH, OR EQUAL TO HIGHEST PRESSURE REQUIRED BY THE SYSTEM BEING SERVED

REMOTE CONTROL VALVES SHALL BE ELECTRICALLY OPERATED, NORMALLY CLOSED, ELECTRICALLY ACTUATED DIAPHRAGM TYPE OF ALL BRASS AND STAINLESS STEEL CONSTRUCTION SOLENOID SHALL BE 24 VOLT, ONE PIECE EPOXY ENCAPSULATED AND COATED. OPERATING ON 2 WATTS REAL POWER VALVE SHALL HAVE REMOVABLE TOP AND SERVICEABLE SEAT DISC, MANUAL BLEED AND FLOW CONTROL DIAPHRAGM SHALL BE ONE PIECE MOLDED CONSTRUCTION WITH AN INTEGRAL 'O RING SEAL, REINFORCED WITH 600 POUND TEST FABRIC VALVE SHALL BE CAPABLE OF MULTIPLE INSTALLATION AND MANUAL SLOW CLOSING OPERATION WITHOUT ELECTRICAL POWER

BACKFLOW PREVENTERS SHALL BE AS SHOWN ON THE PLANS (OR IN THE IRRIGATION LEGEND) WHERE REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTERS ARE CALLED FOR THEY SHALL BE ONE OF THE APPROVED DEVICES LISTED BY THE CITY OF SAN DIEGO PARKS AND RECREATION DEPARTMENT BACKFLOW PREVENTERS SHALL BE FACTORY ASSEMBLED AND SHALL INCLUDE 2 CHECK VALVES, ONE PRESSURE DIFFERENTIAL RELIEF VALVE, 2 GATE VALVES AND 4 TEST COCKS BACKFLOW PREVENTERS, STRAINERS AND VALVES SHALL BE THE SAME SIZE AS THE PIPELINE IN WHICH THEY ARE INSTALLED. UNLESS OTHERWISE INDICATED

#BFSS OR APPROVED EQUAL

GLOBE VALVES SHALL BE MADE OF BRONZE WITH A TWO PIECE BODY THEY SHALL HAVE A CHROME PLATED BALL AND A BLOW OUT PROOF STEM SEATS SHALL BE REINFORCED TFE VALVES SHALL BE ABLE TO WITHSTAND 600 PSI ALL BALL VALVES SHALL COMPLY TO FEDERAL SPECIFICATIONS WW-V-35B, TYPE II, CLASS A, STYLE 3

VALVE BOXES FOR MANUAL VALVES AND REMOTE CONTROL VALVES SHALL BE CONCRETE ('BROOKS 3HL') OR APPROVED EQUAL THE CONTRACTOR SHALL PAINT THE IDENTIFICATION NUMBER OF THE VALVE AND THE CONTROLLER CLOCK ON THE COVER OF THE REMOTE CONTROL VALVE BOXES THE PAINT SHALL BE ALUMINUM ASPHALTIC-BASE WATERPROOF PAINT

THE CONTRACTOR SHALL REWORK THE LOCKING TOGGLES OF THE CONCRETE VALVE BOXES BY REPLACING THE EXISTING CLEVIS PIN AND SHEET METAL CLIP WITH A MARINE-TYPE STAINLESS STEEL MACHINE BOLT AND SELF-LOCKING NUT APPLY OIL TO LUBRICATE AND TO PREVENT RUST

ANTI-DRAIN / EXCESS FLOW VALVES SHALL BE CONSTRUCTED FROM PVC TYPE 1 MATERIAL AND MEET ASTM AND SCHEDULE 40 REQUIREMENTS ALL CHECX VALVES SHALL HAVE STAINLESS STEEL SPRINGS AND VALVE STEMS, WITH BUNA SEALS CHECK VALVES SHALL BE INSTALLED TO PREVENT LOW HEAD DRAINAGE UNDER EACH SPRINKLER HEAD IN CIRCUITS THAT COVER AN ELEVATION CHANGE OF 5' OR GREATER, IF THE HEAD DOES NOT ALREADY CONTAIN A CHECK VALVE

AUTOMATIC CONTROLLERS

AUTOMATIC CONTROLLERS SHALL BE INSTALLED COMPLETE, IN PLACE, AND OPERATIONAL AS PER DRAWINGS AND IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND THE NFPA

EACH AUTOMATIC CONTROLLER SHALL BE OF THE SIZE AND TYPE INDICATED ON THE PLANS AND SHALL BE A SOLID STATE PROGRAMMABLE MICRO-COMPUTERIZED DEVICE FOR AUTOMATICALLY OPENING AND CLOSING REMOTE CONTROL VALVES

CONTROLLERS SHALL OPERATE ON SINGLE PHASE, 110 TO 120 VOLT, 60 CYCLE, ALTERNATING CURRENT, 'UL' LISTED, AND SHALL HAVE AN 'ON' AND 'OFF' SWITCH TO SHUT OFF ENTIRE AUTOMATIC WATERING CYCLE WITHOUT INTERRUPTING THE TIMING MECHANISM OUTPUT SHALL BE 24 VOLTS AC

CONTROLLERS SHALL BE LOCATED AS SHOWN ON THE PLANS OR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT OR OWNER CONTROLLERS LOCATED OUT OF DOORS SHALL BE ENCLOSED IN WEATHERPROOF CORROSION-RESISTANT METAL HOUSING WITH LOCKING COVER OR COVERS TO PROTECT ALL BREAKABLE EQUIPMENT AND ADJUSTMENTS FROM VANDALISM CONTROLLERS SHALL ALL BE KEYED ALIKE

CONTROLLERS SHALL BE TESTED FOR A MINIMUM OF 14 DAYS UPON COMPLETION OF THE IRRIGATION INSTALLATION AND MUST OPERATE AS SPECIFIED AND AS SHOWN ON THE DRAWINGS

CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL (PRIOR TO CONSTRUCTION) A SHOP DRAWING OF DIRECT BURIAL WIRE LOCATIONS. WIRE SIZES AND TYPE, CONDUITS, SLEEVES AND PULL BOXES SHOW A PULL BOX AT EACH SPLICE, EACH CHANGE OF DIRECTION AND EVERY 500 FEET ON STRAIGHT RUNS SHOW A PULL BOX AT EACH VALVE SHOW 2 SPARE WIRES TO THE FURTHEST VALVE ON EACH LINE FROM THE CONTROLLER AS PART OF THE SHOP DRAWING

UPON COMPLETION OF THE SYSTEM. CONTRACTOR SHALL PREPARE A WRITTEN WATERING SCHEDULE FOR EACH STATION AND DELIVER IT TO THE OWNER

MOISTURE CONTROL COMPUTER

THE SYSTEM MUST CONTROL IRRIGATION, TAKING INTO ACCOUNT MEASURED MOISTURE LEVEL, PREVIOUS HISTORY AND USER SET DESIRED MOISTURE LEVEL.

THERE MUST BE A CAPABILITY TO USE THE NORMAL WIRING WHICH GOES TO THE VALVES TO COMMUNICATE WITH THE SENSORS

THERE MUST BE PROGRAMMABLE OVERRIDES OF THE MOISTURE SENSING FUNCTION WHICH ALLOW AT LEAST SEVEN DAYS WITHOUT MOISTURE SENSING AND THEN AUTOMATIC RETURN TO THE NORMAL PROGRAM

WHEN THE MOISTURE SENSING FEATURE INDICATES THAT SUFFICIENT WATER IS APPLIED FOR ONE STATION. THE SYSTEM MUST AUTOMATICALLY SKIP TO THE NEXT STATION

THERE MUST BE A CAPABILITY TO DISPLAY THE LAST THIRTY (30) DAYS IRRIGATION HISTORY BOTH ON THE DISPLAY AND WITH A COMPUTER PRINTOUT USING AN OPTIONAL IBM COMPATIBLE COMPUTER

BACKFLOW PREVENTER ENCLOSURES SHALL BE LEMEUR MODEL

THE SYSTEM MUST HAVE THE CAPABILITY OF READING A FLOW SENSOR AND TURNING OFF VALVES AND SKIPPING TO THE NEXT VALVE IF THERE IS EXCESS FLOW WITHOUT REQUIRING THE USER TO ENTER FLOW **RATES FOR EACH STATION**

THERE MUST BE AT LEAST TWO PROGRAMS AND AT LEAST SIXTEEN START TIMES PER PROGRAM.

DIRECT BURIAL WIRES

ALL CONTROL WIRES SHALL BE SOLID COPPER, 600 VOLT INSULATION RATING, TYPE UF, CONFORMING TO THE FOLLOWING WIRE SIZED, COLORS AND INSTALLATION REQUIREMENTS

NEUTRAL WIRES WHITE (#12 AWG) DO NOT INTERCONNECT NEUTRAL WIRES BETWEEN CONTROLLERS

PILOT WIRES COLORS LISTED BELOW, (#14 AWG)

VALVE NO / COLOR

1/ YELLOW	7/ YELLOW WITH BLACK STRIPE
2/ ORANGE	8/ ORANGE WITH BLACK STRIPE
3/ BLUE	9/ RED WITH BLACK STRIPE
4/ BLACK	10/ WHITE WITH RED STRIPE
5/ BROWN	11/ YELLOW WITH RED STRIPE
6/ PURPLE	12/ BLUE WITH RED STRIPE

SPARE WIRES RED (#14 AWG), SUPPLY TWO (2) SPARE WIRES FROM FURTHEST VALVE OR VALVE MANIFOLD TO CONTROLLER

SHOULD CONTRACTOR VARY FROM THE ABOVE COLOR SCHEME, OR SHOULD EXTRA VALVES BE INSTALLED, CONTRACTOR SHALL MAKE NOTE OF WIRE COLORS USED ON THE RECORD DRAWINGS

WIRE CONNECTIONS NEUTRAL, PILOT AND SPARE WIRES SHALL BE INSTALLED WITH A TWO FOOT COIL OF EXCESS WIRE AT EACH END EACH AND EVERY SPLICE SHALL BE SOLDERED TOGETHER (USING 60-40 SOLDER), THEN ENCASED IN THE WATERPROOF EPOXY OF THE 'PEN-TITE' OR 'SCOTCH PAC' CONNECTORS, OR EQUAL, AND ONLY AT VALVE BOXES OR PULL BOXES ALL WIRES IN PULL BOXES SHALL BE LOOSE AND NOT COME WITHIN (3") FROM LID BOXES SHALL BE SIZED ACCORDINGLY TO ACCOMMODATE THIS REQUIREMENT.

WIRE BUNDLES FOR EACH CONTROLLER SHALL BE TAPED TOGETHER WITH ELECTRICAL TAPE AT INTERVALS NOT EXCEEDING 10 FT CONTROLLER IDENTIFICATION TAPE COLORS SHALL BE AS FOLLOWS

CONTROLLER # / COLOR

#A/ BLACK #B/ RED

DIRECT BURIAL WIRES SHALL BE MARKED WITH A CONTINUOUS RED COLORED TRENCH MARKER PLASTIC TAPE PLACED NINE INCHES (9') BELOW FINISHED GRADE DIRECTLY ABOVE THE BURIED WIRES MARKER TAPE SHALL BE "ALLEN MARKING TAPE", OR APPROVED EQUAL TAPE SHALL BE THREE INCHES (3') WIDE WHERE WIRE IS IN THE TRENCH WITH THE PRESSURE LINE, ONLY THE RED TAPE SHALL BE USED

DIRECT BURIAL WIRE SHALL BE PLACED IN TRENCHES WITH PRESSURE LINE WHEREVER POSSIBLE

CONTRACTOR SHALL PREPARE A REDUCED SCALED, COLOR-CODED BY STATIONS, AS BUILT DRAWING OF THE AREA COVERED BY EACH VALVE. AND PLACE A LAMINATED COPY OF IT INSIDE THE DOOR OF EACH CONTROLLER

ALL WIRING SHALL BE TESTED FOR CONTINUITY, OPEN CIRCUITS, AND UNINTENTIONAL GROUNDS PRIOR TO CONNECTING TO EQUIPMENT. THE MINIMUM INSULATION RESISTANCE TO GROUND SHALL BE FIFTY (50) MEGAOHMS ANY WIRING NOT MEETING THIS REQUIREMENT SHALL BE REPLACED AT THE CONTRACTORS EXPENSE

MOISTURE SENSORS

THE MOISTURE SENSOR SHALL BE OF THE POINT CONTACT VOLUME SATURATION TYPE THE SENSING PROBES SHALL BE STAINLESS STEEL AND REQUIRE NO MAINTENANCE OR CALIBRATION FOR THE LIFE OF THE SYSTEM THE SENSOR SHALL INCLUDE DATA TRANSMISSION CIRCUITRY WITH THE ENTIRE UNIT BEING ENCASED IN EPOXY THE SENSING UNIT SHALL BE WIRED IN PARALLEL WITH STATION SOLENOIDS USING TWO PIECES OF NUMBER 14 DIRECT BURIAL WIRE

THIS PROJECT REQUIRES ONE (1) CALSENSE MOISTURE SENSOR FOR EVERY THREE (3) IRRIGATION VALVES, (E.G., A CALSENSE MODEL 2000-24 STA REQUIRES 8 MOISTURE SENSORS)

PLACEMENT OF MOISTURE SENSORS SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER

FOR BID, INSTALLATION AND PURCHASE INFORMATION CONTACT

RICH MURRAY CALSENSE 2075 CORTE DEL NOGAL, SUITE J CARLSBAD, CA 92009 (619) 438-0525

LAND DESIGN OF SAN DIEGO ANDSCAPE ARCHITECTURE 740 13th STREET SUITE 508 SAN DIEGO, CA **IIPHONE** (619)

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	7-11-90
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WIRING SLEEVES

SLEEVES SHALL BE SCH 40 PVC, 2 TIMES THE PIPE SIZE DIAMETER AND EXTEND 12" BEYOND EACH SIDE OF PAVEMENT THE LETTERS "E" FOR ELECTRICAL OR "W" FOR WATER SHALL BE STAMPED OR CHISELED ON THE PAVEMENT DIRECTLY ABOVE THE SLEEVE

> AS-BUILTS THESE DRAWINGS HAVE BEEN REVIEWED FOR

IKRKANTION SPECIFICATIONS FOR:

CITY OF SAN DIEGO CALIFORNIA

ENGINEERING DEPARTMENT

SHEET 20 OF 41 SHEETS

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CONTRACTOR EMPIRE + A SIC. DATE STARTED 12. 6.91

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Page 22 of 43

CONSISTENCY WITH THE DESIGN INTENT. THE AS-BUILT MARKINGS ON THESE PLANS INDICATE FIELD CHANGES TO FACILITIES AND/OR THEIR LOCATIONS AND ARE BASED ON DATA FURNISHED BY THE CONTRACTOR AND INSPECTED BY THE CITY'S RESIDENT ENGINEER. thing

EXCAVATION

ALL IRRIGATION PRESSURE LINES SHALL HAVE A MINIMUM OF SIX INCHES CLEARANCE FOR EACH OTHER, FROM ANY LATERAL LINES AND FROM LINES OF OTHER TRADES PARALLEL LINES SHALL NOT BE INSTALLED DIRECTLY ABOVE ONE ANOTHER

UNLESS OTHERWISE NOTED, PIPE SHALL BE INSTALLED IN TRENCHES IN ACCORDANCE WITH SDRSD #I-25 AND I-26

SAND ENCASEMENT FOR ALL IRRIGATION PIPE, DIRECT BURIAL CONTROL WIRE AND ELECTRICAL CONDUIT SHALL BE PLASTER OR MORTAR SAND AS PER SECTION 200 OF THE STANDARD SPECIFICATIONS, WITH A SAND EQUIVALENT OF 50

BACKFILL SHALL BE FREE FROM DEBRIS OR ORGANIC MATERIAL THAT MAY DAMAGE PIPES OR EQUIPMENT COMPACT BACKFILL TO A DRY DENSITY EQUAL TO ADJACENT UNDISTURBED SOIL IN PLANTING AREAS AND TO NINETY PERCENT UNDER PAVED AREAS FINISH GRADE OF BACKFILLED TRENCH SHALL CONFORM TO ADJACENT AREAS

PROVIDE MINIMUM COVER OF 24 INCHES FOR ALL PRESSURE SUPPLY LINES AND 15 INCHES FOR ALL NON-PRESSURE LINES PROVIDE MINIMUM COVER OF 24 INCHES FOR ALL PIPING UNDER PAVED AREAS ALL PIPING UNDER PAVED AREAS SHALL BE IN PVC SLEEVES, EVEN WHEN NOT SHOWN ON THE PLANS SLEEVES SHALL BE SCH 40 PVC, 2 TIMES THE DIAMETER AND EXTEND 12" BEYOND EACH SIDE OF PAVEMENT THE LETTERS "E" FOR ELECTRICAL OR "W" FOR WATER SHALL BE STAMPED OR CHISELED ON THE PAVEMENT DIRECTLY ABOVE THE SLEEVE

IF BACKFILL SETTLEMENT OCCURS AND ADJUSTMENTS IN IRRIGATION EQUIPMENT, GRADES, PLANTING OR OTHER IMPROVEMENTS ARE NECESSARY, THE CONTRACTOR SHALL MAKE REQUIRED REPAIRS AT NO COST TO THE OWNER

PIPE INSTALLATION

ALL PVC PRESSURE PIPE 4" AND SMALLER SHALL HAVE THE CORRECT SIZED CONCRETE THRUST BLOCK INSTALLED AT EVERY ABRUPT CHANGE OF ALIGNMENT, AT GATE VALVES, AT TEES, ELBOWS AND CROSSES, AND AT ENDS OF PIPE RUNS, OR WHEREVER THE FIELD ENGINEER DEEMS ONE TO BE NECESSARY THRUST BLOCKS ARE TO BE INSTALLED AS PER STANDARD DRAWINGS W-17, W-18 AND W-19, SIZED AS FOR 4" PIPE

ALL CONNECTIONS TO PVC PIPE MAINS SHALL BE MADE HORIZONTALLY SEE SDRSD STANDARD DRAWINGS I-28 AND I-29

TRENCH MARKER MAINLINE ALL PRESSURE PIPE NOT ACCOMPANIED BY DIRECT BURIAL WIRE SHALL HAVE A CONTINUOUS, THREE INCH (3") WIDE, BLUE COLORED TRENCH MARKER METALLIC TAPE PLACED NINE INCHES (9") BELOW FINISHED GRADE DIRECTLY ABOVE THE BURIED PIPE MARKER TAPE SHALL BE 'ALLEN MARKING TAPE', OR APPROVED EQUAL

PRESSURE TESTING

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PRIOR TO IRRIGATION PRESSURE TEST, CONTRACTOR SHALL FLUSH AND FILL THE LINES AND MAINTAIN THEM UNDER SLIGHT PRESSURE FOR FORTY-EIGHT (48) HOURS

TEST ALL PRESSURE LINES UNDER HYDROSTATIC PRESSURE OF ONE HUNDRED TWENTY-FIVE PSI FOR NOT LESS THAN FOUR HOURS TEST SHALL BE COMPLETED PRIOR TO THE BACKFILLING OF TRENCHES AND SHALL BE OBSERVED AND APPROVED BY THE OWNER, LANDSCAPE ARCHITECT AND CITY TESTING SHALL BE DONE WITH OPEN TRENCHES AND VALVES IN PLACE LATERAL TESTING SHALL BE DONE AS PER SECTION 308-5 6 2 OF THE "GREEN BOOK" IF LEAKS DEVELOP, REPAIR LEAKING PORTIONS AND REPEAT TEST UNTIL ENTIRE SYSTEM IS PROVEN WATER TIGHT

COVERAGE TESTING

IRRIGATION HEADS ARE SHOWN ON THE PLANS BY TYPE AND SPACING ONLY CONTRACTOR SHALL SELECT AND INSTALL THE PROPER ARC AND ADJUST THE RADIUS ON EACH HEAD TO ACHIEVE HEAD TO HEAD COVERAGE AND AVOID OVERSPRAY

WHEN SYSTEM IS COMPLETE, THE CONTRACTOR SHALL PERFORM A COVERAGE TEST IN THE PRESENCE OF THE LANDSCAPE ARCHITECT OR OWNER CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTION OF INADEQUATE COVERAGE CONTRACTOR SHALL ADJUST ALL IRRIGATION HEADS SO AS NOT TO THROW ONTO WALKS, WINDOWS, BUILDINGS, DECKS, PARKING AREAS OR ROADWAYS

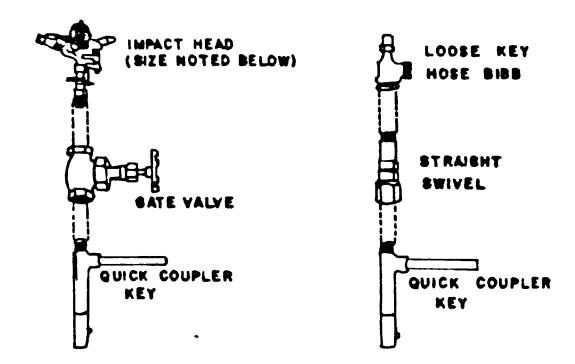
MISCELLANEOUS

ACCESSORIES

CONTRACTOR SHALL FURNISH THE OWNER WITH THE FOLLOWING MATERIALS UPON COMPLETION OF THE WORK

DESCRIPTION IMPACT HEAD ASSEMBLY* -(LARGE 50'-60 -(MEDIUM 45'-5 -(SMALL 30'-40 GATE VALVE KEY (3" AND L REMOTE CONTROL VALVE CONTROLLER CASE KEY QUICK COUPLER VALVE KE HOSE BIBB ASSEMBLIES

ASSEMBLIES FOR IMPACT HEADS INCLUDE NIPPLES, BUSHINGS AND COUPLINGS, ALL RED BRASS



IMPACT ASSEMBLY

RECORD PLANS

CONTRACTOR SHALL PROVIDE RECORD DRAWINGS OF INSTALLED IRRIGATION SYSTEMS THE DRAWING SHALL BE DIMENSIONED FROM TWO PERMANENT POINTS OF REFERENCE (SUCH AS BUILDINGS. SIDEWALKS, ETC) THE DRAWINGS SHALL INCLUDE THE FOLLOWING MINIMUM INFORMATION POINT OF CONNECTION FOR WATER AND ELECTRIC SERVICE, SIZE OF SERVICE LINES, VALVES, BACKFLOW PREVENTION DEVICES, PRESSURE LINE LOCATION, ROUTING OF DIRECT BURIAL WIRE, CONTROLLER LOCATIONS, VALVES, QUICK COUPLERS, PRESSURE REGULATORS, MOISTURE SENSOR LOCATIONS AND ANY CHANGES, DELETIONS OR ADDITIONS TO THESE PLANS

ONCE THE CITY HAS APPROVED THE 'AS BUILT DRAWINGS," CONTRACTOR SHALL REDUCE ONE SET, COLOR CODE EACH CIRCUIT BY STATION LAMINATE THE PLAN(S) AND PLACE IN THE CONTROLLER ENCLOSURE

	QUANTITY
•	
) [,] RADIUS)	6
50' RADIUS)	6
)' RADIUS)	6
ARGER)	2
BOX KEY	2
	2
EY	2
SEE EGGW.)	2

HOSE BIBB ASSEMBLY



JOB #:	89-034
DESIGN:	KH .
DRAWN:	LDED
CHECKED:	KH
SCALE:	NA
DATE:	11-28-89
REVISED:	6-22-90
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AS-BUILTS THESE DRAWINGS HAVE BEEN REVIEWED FOR CONSISTENCY WITH THE DESIGN INTENT. THE AS-BUILT MARKINGS ON THESE PLANS INDICATE FIELD CHANGES TO FACILE IES AND/OR THEIR LOCATIONS AND ARE B EDON DATA FURNISHED BY THE CONTRACTOR AND INSPECTED BY THE CITY'S RESIDENT ENGINEER. 10/18/94 RLA 2/38 LICENSE NO. DATED IRRIGATION SPECIFICATIONS FOR VIEWS WEST PARK CITY OF SAN DIEGO CALIFORNIA 900067 ENGINEERING DEPARTMENT to 2483 SHEET ZI OF 4 SHEETS 9/27/91 1 Jammek DATE DATE FILMED DESCRIPTION APPROVED where " LAND DESIGN OF SAN DIEGO ANDSCAPE ARCHITECTURE 740 13th STREET SUITE 50 286-1733 2 mill 3-14 W AS BUILT SDG SAN DIEGO, CA 9210 CONTRACTOR SMPIRE + ASSOC DATE STARTED 13. 6 91 25569-21-D 232-727 RESIDENT ENG KEN FINNIGAN DATE COMPLETED 9 . 62.94 LS-4 AS-BUILT

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PLANTING

<u>PLAN</u>

THE PLANTING PLAN IS DIAGRAMMATIC, ALL PLANT MATERIAL LOCATIONS SHOWN ARE APPROXIMATE PLANT SYMBOLS AND/OR 'ON CENTER' SPACINGS TAKE PRECEDENCE OVER PLANT QUANTITIES LISTED QUANTITIES SHOWN ON THESE PLANS ARE APPROXIMATE AND ARE ONLY FOR THE CONVENIENCE OF THE CONTRACTOR.

CLEARING AND GRUBBING

REMOVE DEBRIS AND ROCKS IN ALL PLANTING AREAS FINISH PLANTING SURFACE SHALL BE SMOOTH AND EVEN

WEEDS SHALL BE REMOVED BY THEIR ROOTS, INCLUDING BERMUDA GRASS WEEDS SHALL BE REMOVED FROM ALL PLANTING AREAS WHEN NECESSARY TO DISCOURAGE REGROWTH, THE CONTRACTOR SHALL APPLY A SUITABLE HERBICIDE ACCORDING TO MANUFACTURER'S SPECIFICATIONS (ROUNDUP HERBICIDE BY MONSANTO)

REMOVE ALL GRUBBED MATERIAL FROM THE SITE

DELIVERY AND STORAGE

WHEN SOIL AMENDMENTS ARE NOT INCORPORATED INTO TOPSOIL PRIOR TO DELIVERY, DELIVER SOIL AMENDMENTS TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS BEARING THE MANUFACTURER'S GUARANTEED CHEMICAL ANALYSIS, NAME, TRADE MARK OR TRADE NAME AND STATEMENT INDICATING CONFORMANCE TO STATE AND FEDERAL LAW IN LIEU OF CONTAINERS, SOIL AMENDMENTS MAY BE FURNISHED IN BULK AND A CERTIFICATE INDICATING THE ABOVE INFORMATION SHALL ACCOMPANY EACH DELIVERY

LANDSCAPE CONTRACTOR SHALL ARRANGE FOR OWNER'S REPRESENTATIVE TO CERTIFY ALL UNOPENED FERTILIZER PACKAGES ON SITE AND PACKAGES SHALL NOT BE REMOVED FROM SITE UNTIL AFTER INCORPORATION INTO SOIL AS PER SPECIFICATIONS INCLUDED HEREIN, AND ONLY WHEN DIRECTED BY THE OWNER'S REPRESENTATIVE

STORE AND PROTECT PLANTS WHEN NOT INSTALLED ON THE DAY OF ARRIVAL AT THE SITE IN THE FOLLOWING MANNER

- OUTSIDE STORAGE SHALL BE SHADED FROM THE SUN AND PROTECTED FROM THE WIND
- PROTECT PLANTS FROM DRYING OUT BY COVERING ROOTS OR ROOT BALL WITH MOIST SAWDUST, BURLAP, WOOD CHIPS, PEATMOSS OR SIMILAR MULCHING MATERIAL
- KEEP PLANTS IN A MOIST CONDITION BY WATERING WITH A FINE MIST
- SEPARATE PLANTS TO PREVENT 'DAMPING OFF'

STORE SOIL AMENDMENTS IN A DRY PLACE AWAY FROM CONTAMINANTS

SOIL PREPARATION

IMPORTED TOPSOIL (OR AMENDED SOIL AS PER SPECIFICATION FOR PLANTED AREAS) MUST BE CLEAN, FREE OF WEEDS, ROCKS AND DEBRIS AND MUST HAVE A PH RANGE OF 6 5 TO 7 5, MEET AN ECE RATING OF LESS THAN 3 0 MMHOS/CM AND IT MUST MEET CLASS A REQUIREMENTS AS DETERMINED BY SOIL ANALYSIS

TOPSOIL SHALL BE PLACED TO A DEPTH OF SIX INCHES PLACE AND ROTOTILL THREE INCHES AND INCORPORATE INTO UPPER SIX INCHES OF EXISTING SOIL THEN PLACE REMAINING THREE INCHES AND **ROTOTILL TO A DEPTH OF SIX INCHES**

SOIL AMENDMENTS

THOROUGHLY INCORPORATE INTO THE SOIL IN ALL LAWN AREAS THE FOLLOWING RECOMMENDED SOIL AMENDMENTS TO A DEPTH OF SIX INCHES MINIMUM AT THE RATES LISTED BELOW

GYPSUM 50 LBS PER 1000 SQ FT 6-20-20 COMM FERTILIZER 15 LBS PER 1000 SQ FT ORGANIC COMPOST OR HUMUS 1 CU YD PER 1000 SQ FT

THOROUGHLY INCORPORATE INTO THE PLANTING (NATIVE SOIL) BACKFILL MIX THE FOLLOWING RECOMMENDED SOIL AMENDMENTS AT THE RATES LISTED BELOW

GYPSUM 6-20-20 COMM FERTILIZER ORGANIC COMPOST OR HUMUS

2 LBS PER CU YD 1 LB PER CU YD 5% BY VOLUME OF BACKFILL

ter an f

FOR SOIL AMENDMENTS INFORMATION CONTACT

GARN WALLACE Ph D L L COMPANY 2066 WESTWOOD BLVD LOS ANGELES, CA 90025 (213) 475-3664

LAWN

SEEDED AREAS. WHEN NOT OTHERWISE SPECIFIED ON THE PLANS, ALL LAWN AREAS SHALL BE SEEDED WITH THE FOLLOWING MIX AT THE RATE OF SIX POUNDS PER 1,000 SQUARE FEET TYPE OF SEED

NEWPORT BLUE GRASS PENN LAWN CREEPING RED FESCUE

PERCENT BY WEIGHT 55% 30% COMMON BERMUDA* 15% *GIANT BERMUDA WILL NOT BE ACCEPTED. IF SEEDING IS TO OCCUR APRIL THRU SEPTEMBER THE BERMUDA SEED SHALL BE HULLED. OTHERWISE, FOR THE REMAINDER OF THE YEAR, THE

BERMUDA SEED SHALL BE UNHULLED.

SLOPE HYDROSEED

HYDROSEEDED AREAS, ALL AREAS SPECIFIED ON THE PLANS AS BEING HYDROSEEDED SHALL RECEIVE A NON-IRRIGATED HYDROSEED MIX, AND SHALL COMPLY TO THE FOLLOWING NON-IRRIGATED HYDROSEED MIX BULK LBS /ACRE SEED

ACHILLEA MILLEFOLIUM **ARTEMISIA CALIFORNICA BACCHARIS SAROTHROIDES** LOTUS SCOPARIUS (SCARIFY) **ENCELIA FARINOSA** ERIOGONUM FASCICULATUM ESCHSCHOLZIA CALIFORNICA HETEROMELES ARBUTIFOLIA LINUM GRAND RUBRUM

MIMULUS AURANTIACUS

***TRIFOLIUM HIRTUM 'HYKON'**

TOTAL POUNDS PER ACRE

*THESE SEEDS MUST BE INOCULATED AND DRY BROADCAST

HYDROSEED SLURRY MIX.

WOOD CELLULOSE FIBER 20-20-20 COMMERCIAL FERTILIZER	2000 PO 400 POL
BINDER	160 POL
SOIL DRAIN (COMPLETE GREEN)	12 LBS F

HYDROSEEDING MATERIALS

ALL HYDROSEED APPLICATIONS SHALL INCLUDE FIBER MULCH WHICH HAS BEEN DYED GREEN THE FIBER MULCH SHALL BE WOOD CELLULOSE WITH NO INHIBITORS TO GERMINATION OR GROWTH, AND IT SHALL BE A HOMOGENEOUS UNIFORMLY SUSPENDED SLURRY WHICH WILL ALLOW THE ABSORPTION OF MOISTURE AND PERCOLATION OF WATER INTO THE UNDERLYING SOIL FIBER SHALL BE NONTOXIC TO WILDLIFE

WHEN A WETTING AGENT IS CALLED FOR, IT SHALL BE 95% ALKYL POLYETHELENE GLYCOL ETHER OR EQUAL, APPLIED PER MANUFACTURER'S INSTRUCTIONS

SEED SHALL BE DELIVERED TO THE SITE IN SEALED CONTAINERS, LABELED BY GENUS AND SPECIE CONTAINERS SHALL NOT BE REMOVED FROM SITE UNTIL DIRECTED BY OWNER OR LANDSCAPE ARCHITECT MIX SHALL CONFORM TO SPECIFICATION FOR PURE LIVE SEED. BULK POUNDAGES LISTED FOR THE CONVENIENCE OF THE CONTRACTOR CONTRACTOR SHALL CONSULT WITH SEED SUPPLIER FOR PRE-SOAKING INSTRUCTIONS FOR SEED WHICH ARE DIFFICULT TO GERMINATE, AND SHALL ALSO PROVIDE SCARIFIED OR INOCULATED SEED WHEN SPECIFIED INOCULATED SEED MUST BE DRY BROADCAST

HYDROSEEDING PROCEDURES

PRIOR TO SEEDING, THOROUGHLY MOISTEN THE ENTIRE SURFACE TO BE SPRAYED

PREPARATION OF THE SEED SLURRY SHALL TAKE PLACE ON SITE FIBER MULCH SHALL BE PREPARED FIRST AND SEED SHALL BE ADDED LAST THE SEED SHALL NOT BE ALLOWED TO REMAIN IN THE MIXING TANK LONGER THAN THIRTY MINUTES

CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AT LEAST 48 HOURS IN ADVANCE OF SPRAY SO LANDSCAPE ARCHITECT MAY ATTEND SPRAYING AND SLURRY SAMPLES MAY BE TAKEN FROM THE TANK

CONTRACTOR, UNLESS OTHERWISE DIRECTED, SHALL RESPRAY ALL BARE AREAS WITHIN THIRTY DAYS OF INITIAL GERMINATION WITH SPECIFIED HYDROSEED MIX

STABILIZING EMULSION SHALL BE A NONFLAMMABLE, NONTOXIC CONCENTRATED LIQUID CHEMICAL WHICH FORMS A PLASTIC FILM AND ALLOWS AIR AND WATER TO PENETRATE THE EMULSION SHALL BE REGISTERED WITH THE DEPARTMENT OF FOOD AND AGRICULTURE OF THE STATE OF CALIFORNIA AS AN 'AUXILLARY SOIL CHEMICAL' STABILIZING EMULSION SHALL BE MISCIBLE WITH WATER DURING APPLICATION, AND ONCE CURED SHALL NOT BE RE-EMULSIFIABLE

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> OUNDS / AC UNDS / AC UNDS / AC PER 1000 SQ FT

PLANT MATERIAL

SUBSTITUTION OF PLANT MATERIAL WILL NOT BE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT SUBSTITUTIONS MUST BE REQUESTED AT LEAST THIRTY DAYS IN ADVANCE OF SCHEDULED PLANTING TIME IF PLANT SPECIES ARE UNAVAILABLE CONTRACTOR MUST LIST SIX VALID SOURCES CONTACTED IN SEARCH FOR MATERIAL, PRIOR TO REQUESTING SUBSTITUTION

PLANTS SHALL BE SOUND, HEALTHY, VIGOROUS AND WITH NORMALLY DEVELOPED BRANCH AND ROOT SYSTEMS PLANTS SHALL BE FREE FROM DISEASE AND INSECT PESTS

THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL FOUND TO BE DEFECTIVE DEFECTIVE MATERIAL SHALL BE REMOVED FROM SITE AT THE CONTRACTOR'S EXPENSE

CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHICH ARE DAMAGED DUE TO NEGLIGENCE OR IRRIGATION SYSTEM FAILURE DURING CONSTRUCTION OR DURING THE SPECIFIED MAINTENANCE PERIOD

PLANT GENUS, SPECIE AND VARIETY SHALL BE IDENTIFIED WITH LEGIBLE, WEATHERPROOF LABELS AND WEATHER-RESISTANT INK, WITH A MINIMUM OF ONE LABEL, SECURELY ATTACHED, PER TEN PLANTS IN A LOT LANDSCAPE CONTRACTOR IS NOT READY FOR FIELD OBSERVATION IF LABELS ARE NOT PRESENT

PLANT MATERIAL SHALL BE NURSERY GROWN UNLESS OTHERWISE INDICATED

GROUND COVER PLANTS SHALL BE WELL ROOTED CUTTINGS GROWN IN FLATS, IN SOIL, AND SHALL REMAIN IN THOSE FLATS UNTIL PLANTED IF UNROOTED TIP CUTTINGS ARE CALLED FOR, THEY SHALL BE AT LEAST EIGHT INCHES LONG AND PLANTED WITH AT LEAST TWO NODES BELOW GRADE

CONTAINER GROWN PLANTS SHALL HAVE SUFFICIENT ROOT GROWTH TO HOLD THE EARTH IN TACT WHEN REMOVED FROM CONTAINERS, BUT SHALL NOT BE ROOT BOUND PLANTS SHALL HAVE BEEN GROWN IN THEIR CONTAINERS FOR A MINIMUM OF SIX MONTHS AND A MAXIMUM OF TWO YEARS

FERTILIZER

CONTAINER GROWN PLANTS SHALL HAVE SUFFICIENT ROOT GROWTH TO HOLD THE EARTH IN TACT WHEN REMOVED FROM CONTAINERS, BUT SHALL NOT BE ROOT BOUND PLANTS SHALL HAVE BEEN GROWN IN THEIR CONTAINERS FOR A MINIMUM OF SIX MONTHS AND A MAXIMUM OF TWO YEARS

CONTAINER PLANTS SHALL RECEIVE AGRIFORM 20-10-5 (OR EQUAL) PLANT TABLETS PLACED BELOW GRADE AT THE FOLLOWING RATES PLACE TABLETS THREE INCHES BELOW GRADE FOR CONTAINER STOCK AND ONE INCH BELOW GRADE FOR FLAT PLANTS

> ONE FIVE GRAM TABLET FOR EACH FLAT PLANT TWO 21 GRAM TABLETS FOR EACH ONE GALLON PLANT FOUR 21 GRAM TABLETS FOR EACH FIVE GALLON PLANT SIX 21 GRAM TABLETS FOR EACH FIFTEEN GALLON PLANT ONE 21 GRAM TABLET FOR EACH LINEAR FOUR INCHES OF BOXED MATERIAL SIZE (IE 6 TABLETS FOR 24" BOX TREE)

PLANTING INSTALLATION

PLANTING HOLES FOR CONTAINER STOCK SHALL BE TWO TIMES THE WIDTH AND NO DEEPER THAN THE DEPTH OF THE CORRESPONDING ROOT BALL, UNLESS OTHERWISE SHOWN ON THE DRAWINGS BOXED PLANTING MATERIAL SHALL HAVE PLANTING HOLES WHICH ARE SIX INCHES CLEAR ON ALL SIDES OF THE ROOT BALL

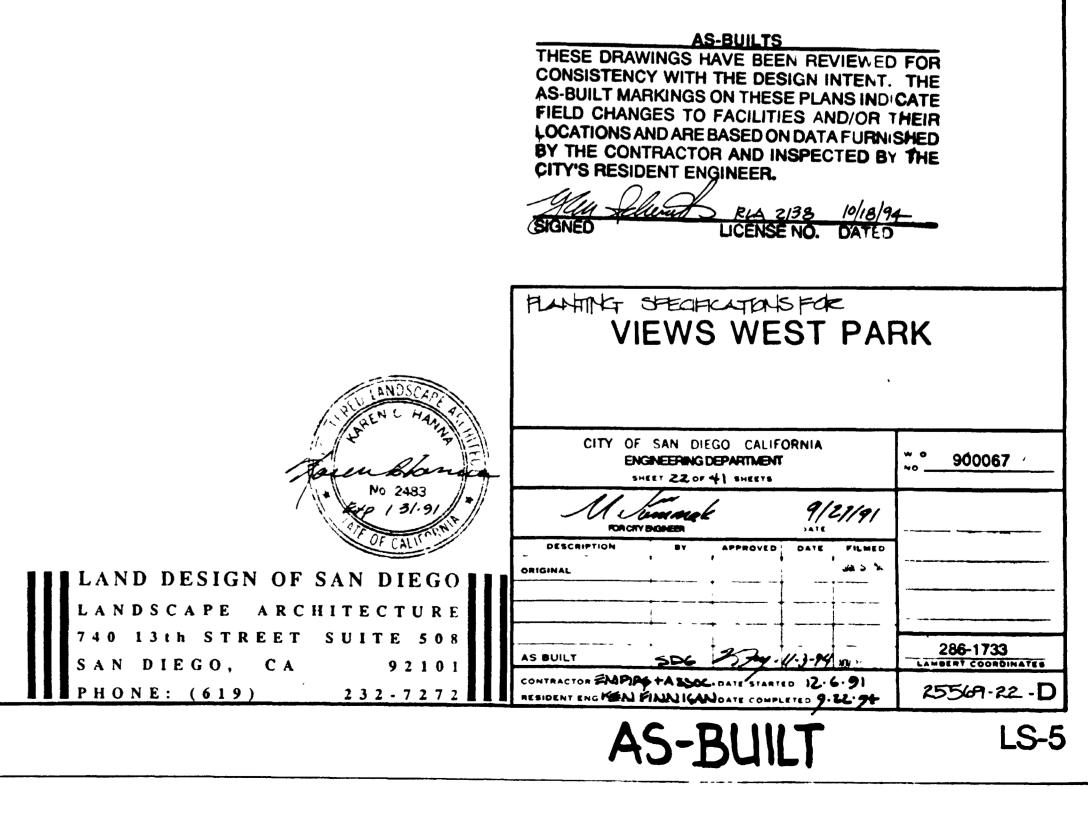
ALL TREES WITH CIRCLING ROOTS SHALL HAVE CIRCLING ROOTS CUT OR OPENED UP AND THE FOUR SIDES OF THE ROOTBALL SHALL BE CUT INTO APPROXIMATELY ONE QUARTER OF AN INCH (1/4"), TO CORRECT THE PROBLEM

THE PLANT CROWN SHALL NOT BE ALLOWED TO SETTLE BELOW SURROUNDING GRADES

ALL PLANT MATERIALS SHALL BE PLANTED SO AS NOT TO IMPAIR THE SPRAY FROM ANY IRRIGATION HEADS

ALL TREES SHALL HAVE ADEQUATE CALIPER TO STAND ALONE, EVEN THOUGH THEY MAY BE STAKED

INSTALL ALL CONTAINER STOCK AT THE SPECIFIED DISTANCE AS GRAPHICALLY INDICATED OR NOTED ON THE PLANS MINIMUM DISTANCE FROM THE TOP OR TOE OF ANY SLOPE OR PLANTING AREA EDGE SHALL BE ONE HALF THE SPECIFIED SPACING



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JOB #:	89-034
DESIGN:	KH
DRAWN:	LASP
CHECKED:	KH
SCALE:	NA
DATE:	1-28-87
REVISED:	6-22-90
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STAKING AND PRUNING

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REMOVE ALL TRAINING STAKES AND TIES FROM ALL CONTAINER STOCK

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PRUNE PLANT MATERIAL ONLY AS DIRECTED BY THE LANDSCAPE ARCHITECT MAINTAIN ALL SIDE GROWTH ON ALL TREES, UNLESS OTHERWISE DIRECTED

SINGLE STAKE ALL TREES FIFTEEN GALLONS

DOUBLE STAKE ALL 24" BOX TREES AND LARGER

VINES AND ESPALIERS

REMOVE NURSERY STAKES AND TIES FROM ALL VINES AND ESPALIERS AFTER PLANTING FAN OUT VINES AND ESPALIERS IN A SYMMETRICAL PATTERN AND SECURE TO ADJACENT FENCE, WALL OR COLUMN WITH NON-METALLIC TIES

PLANTING AREA MULCH

TOP-DRESS ALL SHRUB AND GROUNDCOVER AREAS, BUT NOT LAWN OR ICE PLANT AREAS, WITH A TWO INCH (2") LAYER OF MEDIUM TEXTURE FIR BARK, UNLESS OTHERWISE NOTED OR DIRECTED

INERT AREA WOOD CHIP MULCH (BARK)

WOOD CHIPS SHALL CONFORM TO THE STANDARDS OF CALTRANS WOOD CHIPS SHALL BE MANUFACTURED FROM ANY CLEAN WOOD, THE PARTICLE SIZE OF THE CHIPS SHALL BE BETWEEN 1/2 INCH AND 3 INCHES IN LENGTH AND NOT LESS THAN 3/8 INCH IN WIDTH AND 1/16 INCH IN THICKNESS

AT LEAST 85 PERCENT, BY VOLUME, OF WOOD CHIPS SHALL CONFORM TO THE SIZES SPECIFIED

CHIPS PRODUCED FROM TREE TRIMMINGS WHICH CONTAIN LEAVES OR SMALL TWIGS WILL NOT BE ACCEPTED

ALL WOOD CHIPS SHALL BE PACKAGED SO THAT COMPLIANCE CAN BE READILY DETERMINED AND SHALL BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE

WOOD CHIPS SHALL BE INSTALLED AFTER A PRE-APPROVED (BY THE LANDSCAPE ARCHITECT) PRE-EMERGENT HERBICIDE HAS BEEN APPLIED ACCORDING TO MANUFACTURER'S SPECIFICATIONS

NOTE THIS MULCH IS 'WALK-ON BARK' BY BUTLER'S MILL, INC OR EQUAL IT IS NOT DECORATIVE BARK SUBMIT SAMPLE TO LANDSCAPE ARCHITECT FOR APPROVAL

LAWN PREPARATION

FOLLOWING SOIL AMENDMENT AND ROTOTILLING, PREPARE FOR LAWN AS FOLLOWS

- 1 RAKE CLODS AND ROCKS (1" AND LARGER) OUT OF AREA AND REMOVE FROM SITE
- 2 RAKE TO SMOOTH SURFACE, FILL DEPRESSIONS AND SHOVEL OFF HIGH SPOTS ALLOW FOR SURFACE DRAINAGE AWAY FROM BUILDINGS, TREES AND OTHER IMPROVEMENTS
- 3 WITH EMPTY ROLLER, LIGHTLY COMPACT SURFACE OF SOIL

FOR HYDROSEEDING APPLY SEED AT RATE SPECIFIED IN SLURRY WITH FIBER, BINDER AND FERTILIZER

MAINTENANCE

THE MAINTENANCE PERIOD SHALL BE FOR 90 DAYS, OR UNTIL THE TURF & NOTE: IS ESTABLISHED, WHICHEVER IS LATER THE MAINTEMANCE PERIOD / LEACHING OF SOIL WILL BE REQUIRED ON WILL COMMENCE WHEN THE ENTIRE INSTALLATION IS COMPLETE TO & REGULAR BASIS TO FLUGH THE THE SATISFACTION OF THE LANDSCAPE ARCHITECT AND OWNER (Soil of SALT BUILDUP. PLANT MAINTENANCE SHALL CONSIST OF APPLYING WATER, WEEDING, Guine have CARING FOR PLANTS, OBSERVING AND REPAIRING IRRIGATION SYSTEM AND PLANT REPLACEMENT

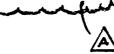
MAINTENANCE CONTRACTOR SHALL APPLY FIVE (5) LBS OF AMMONIUM SULFATE PER 1000 SQ FT FOR EACH OF TWO APPLICATIONS TO THE PLANTING AREAS ONLY (NOT TO LAWN AREAS) DURING THE MAINTENANCE PERIOD THE FIRST APPLICATION SHALL BE AT 40 TO 45 DAYS INTO THE MAINTENANCE CONTRACT, AND THE SECOND AT 85 DAYS OF THE 90 DAY MAINTENANCE CONTRACT

GUARANTEE

ALL GROUNDCOVER SHALL BE GUARANTEED BY THE CONTRACTOR FOR 90 DAYS AFTER ACCEPTANCE OF THE PARK BY THE CITY

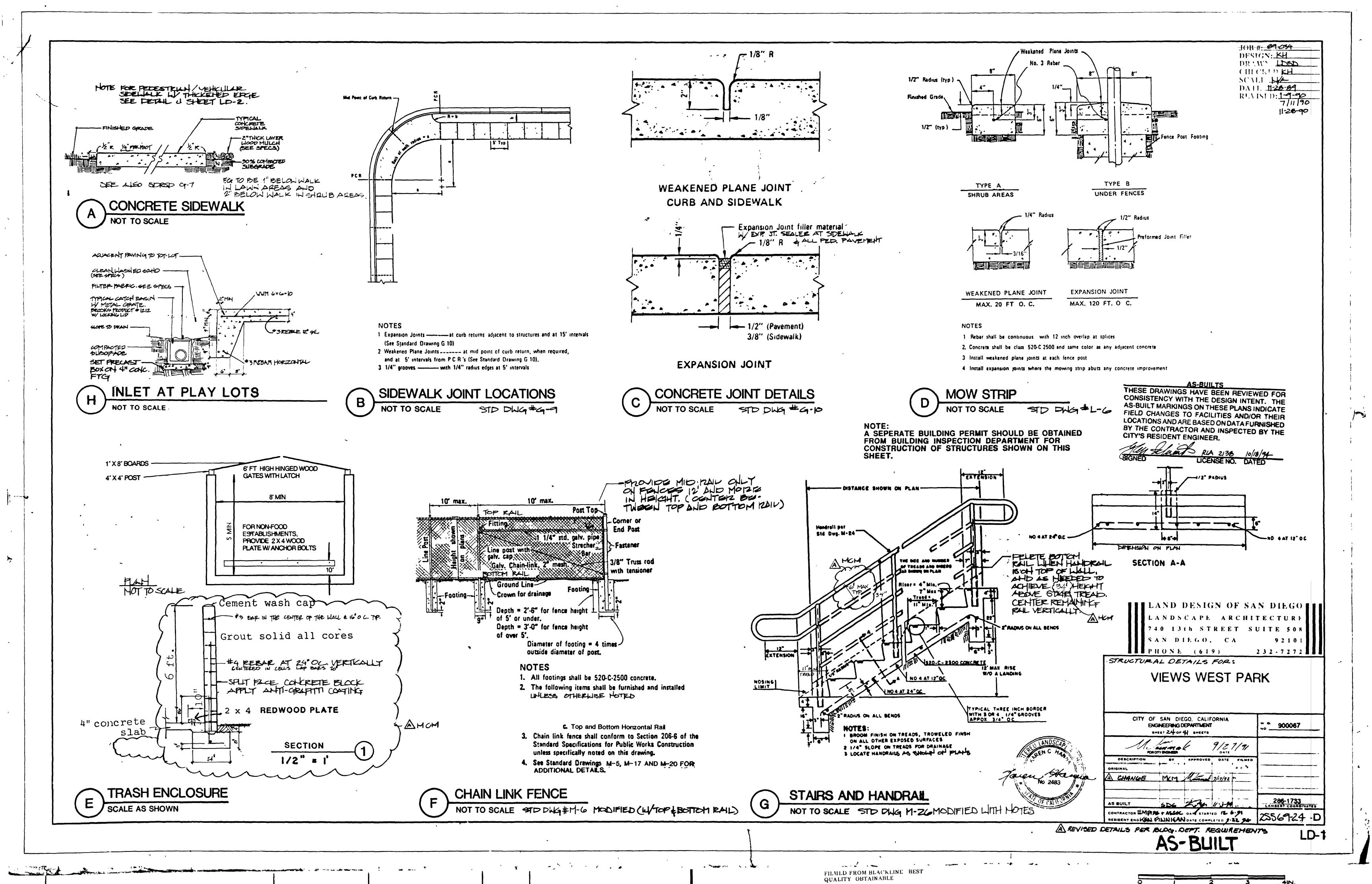
ALL TREES AND SHRUBS FOR ONE YEAR

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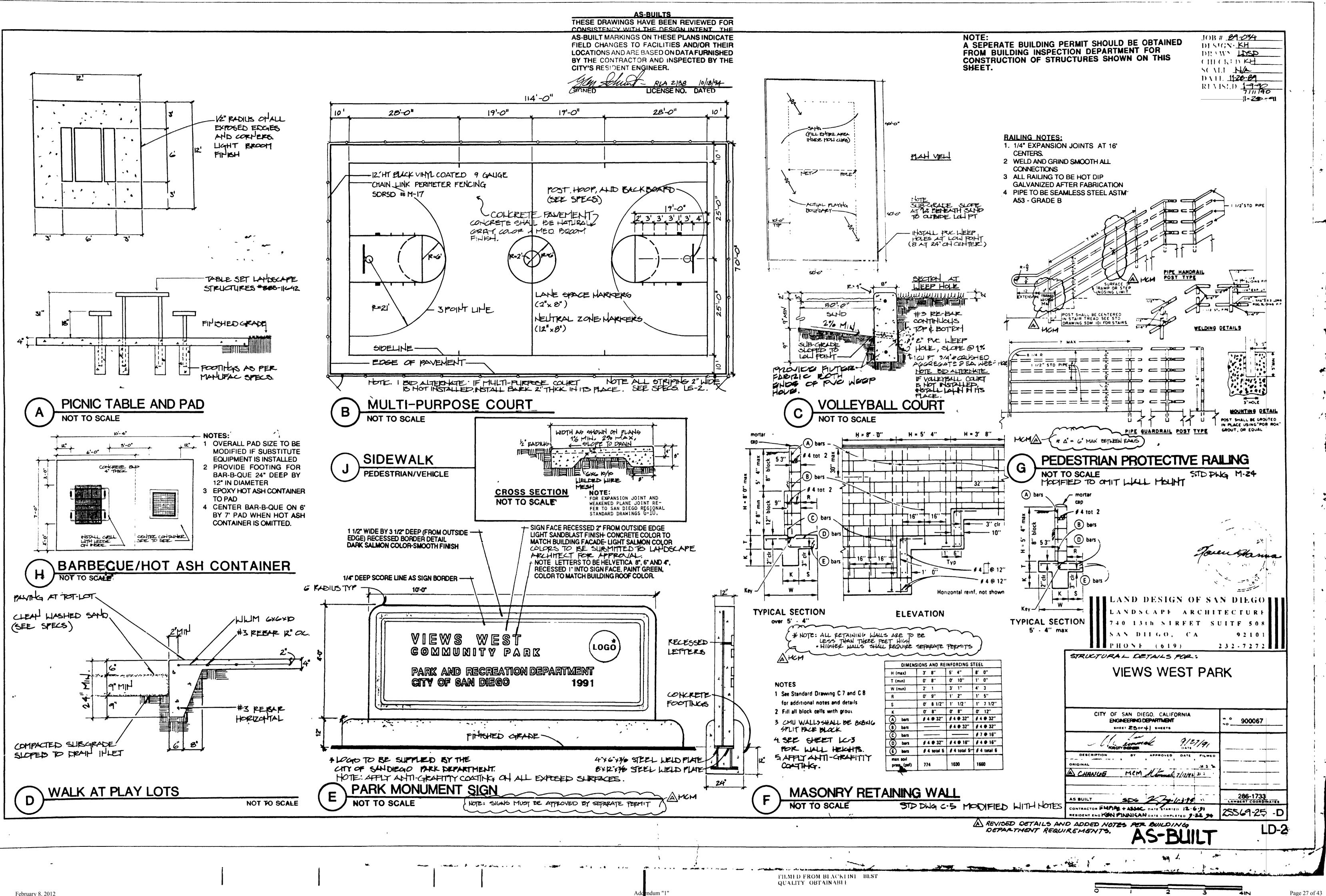


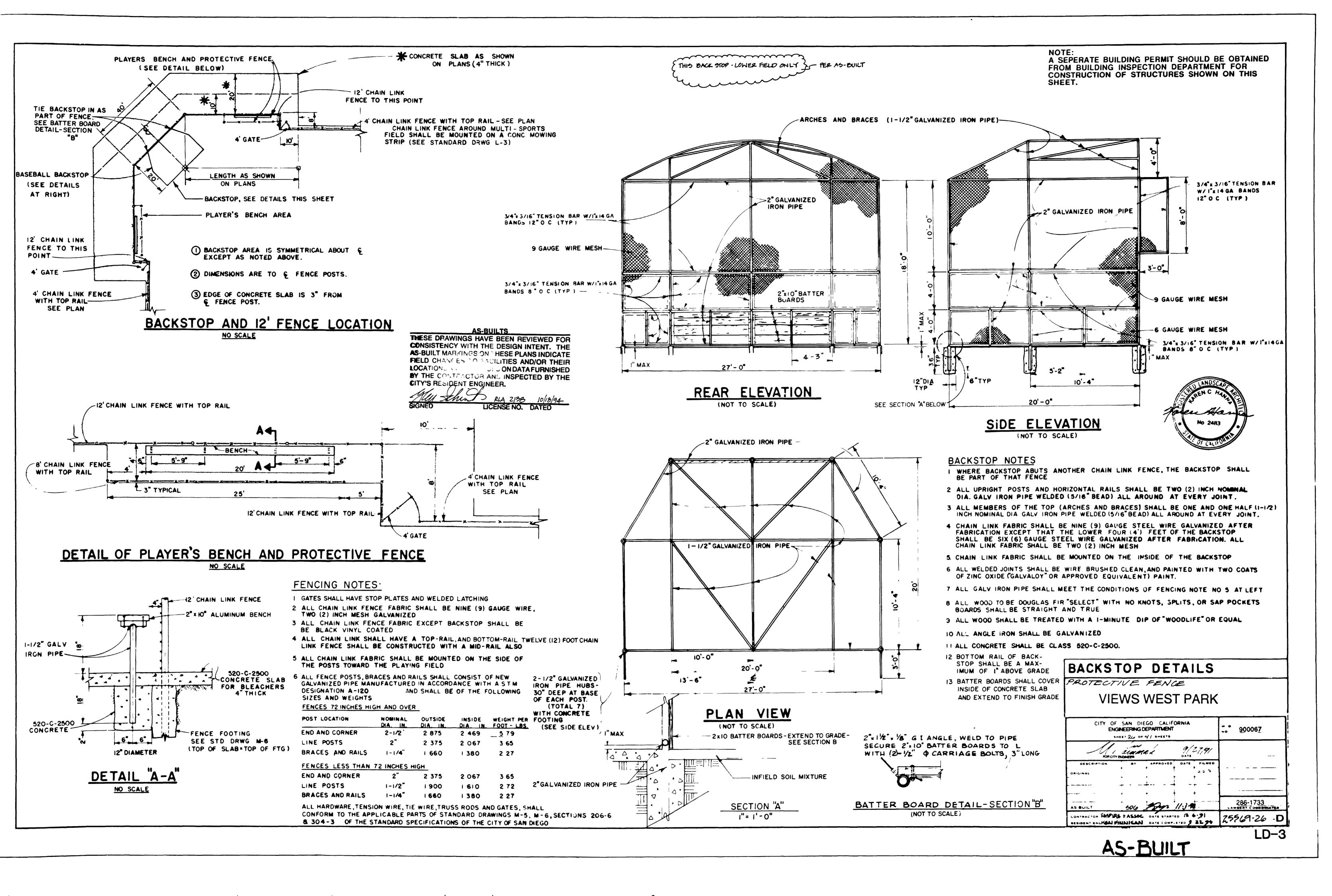
---89-034 JOB #:__ DESIGN: KH DRAWN: LOSD CHECKED: KH SCALE: DATE: 11-28-89 REVISED: 6-22-90 7-11-90 1-28-90 AS-BUILTS THESE DRAWINGS HAVE BEEN REVIEWED FOR CONSISTENCY WITH THE DESIGN INTENT. THE AS-BUILT MARKINGS ON THESE PLANS INDICATE FIELD CHANGES TO FACILITIES AND/OR THEIR LOCATIONS AND AR. ASED ON DATA FURNISHED BY THE CONT ... TOR AND INSPECTED BY THE CITY'S RESIDEN __NGINEER \cap LICENSE NO. DATED PLANTING SPECIFICATIONS FOR VIEWS WEST PARK CITY OF SAN DIEGO CALIFORNIA ENGNEERING DEPARTMENT 900067 sendanua SHEET 23014 SHEETS No 2483 Jamaak 9/21/91 FOR CITY BIOMER 741E DESCRIPTION APPROVED DATE FILME LAND DESIGN OF SAN DIEGO .4 3 50 6 21 anna A 1/17/12, " ANDSCAPE ARCHITECTURE ------740 13th STREET SUITE 508 286-1733 SDG . 174 11 J-94 11 SAN DIEGO, CA 92101 CONTRACTOR 3MPIQ + ASSOC DATE STARTED 12 6.91 25569-23 -D **PHONE.** (619) 232-7272 I I A RESIDENT ENGKEN FINNICAN DATE COMPLETED 9 12 44 A: AODED NOTE PET PLANNING DEPARTMENT REGIREMENT LS-6

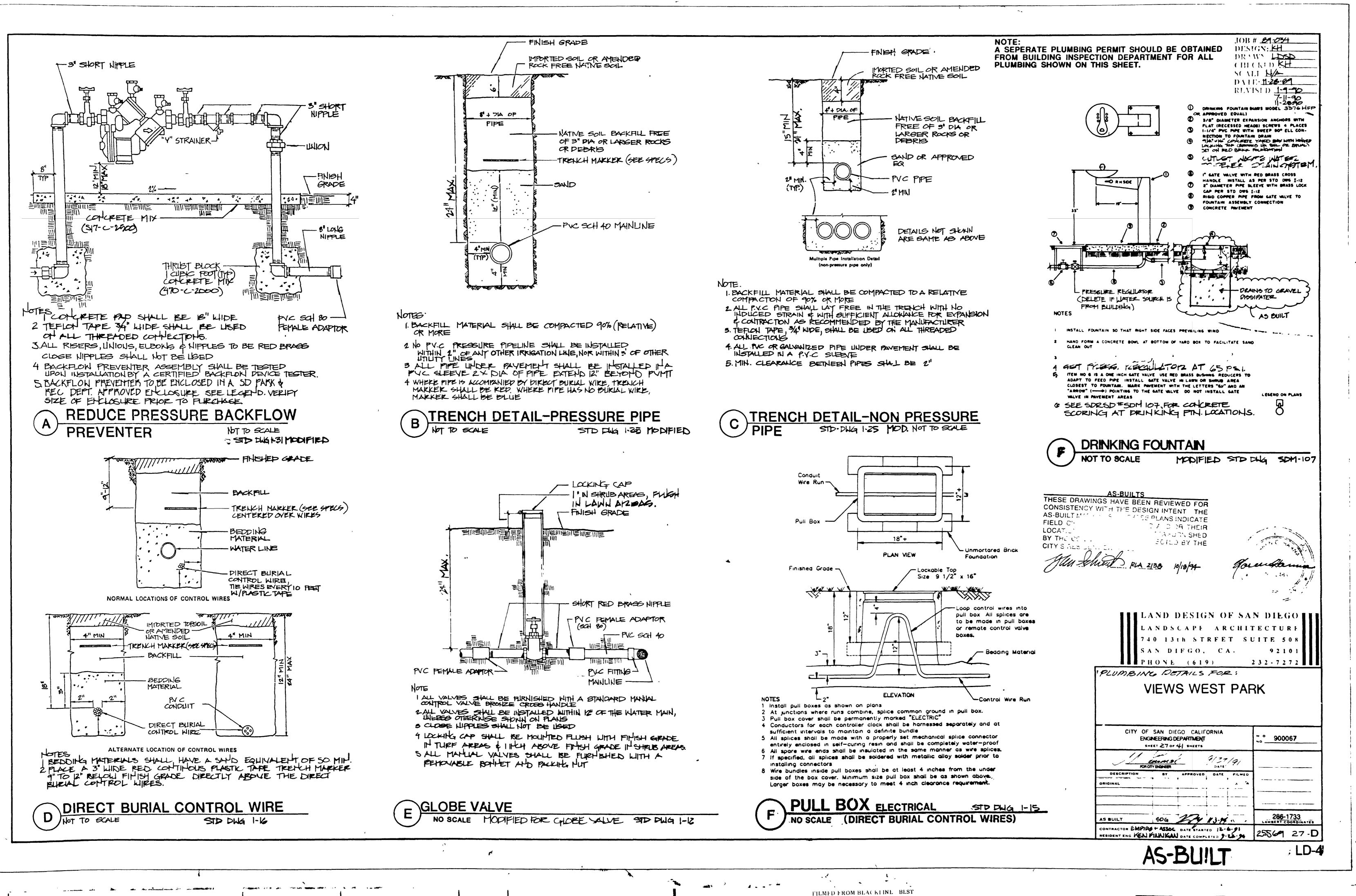
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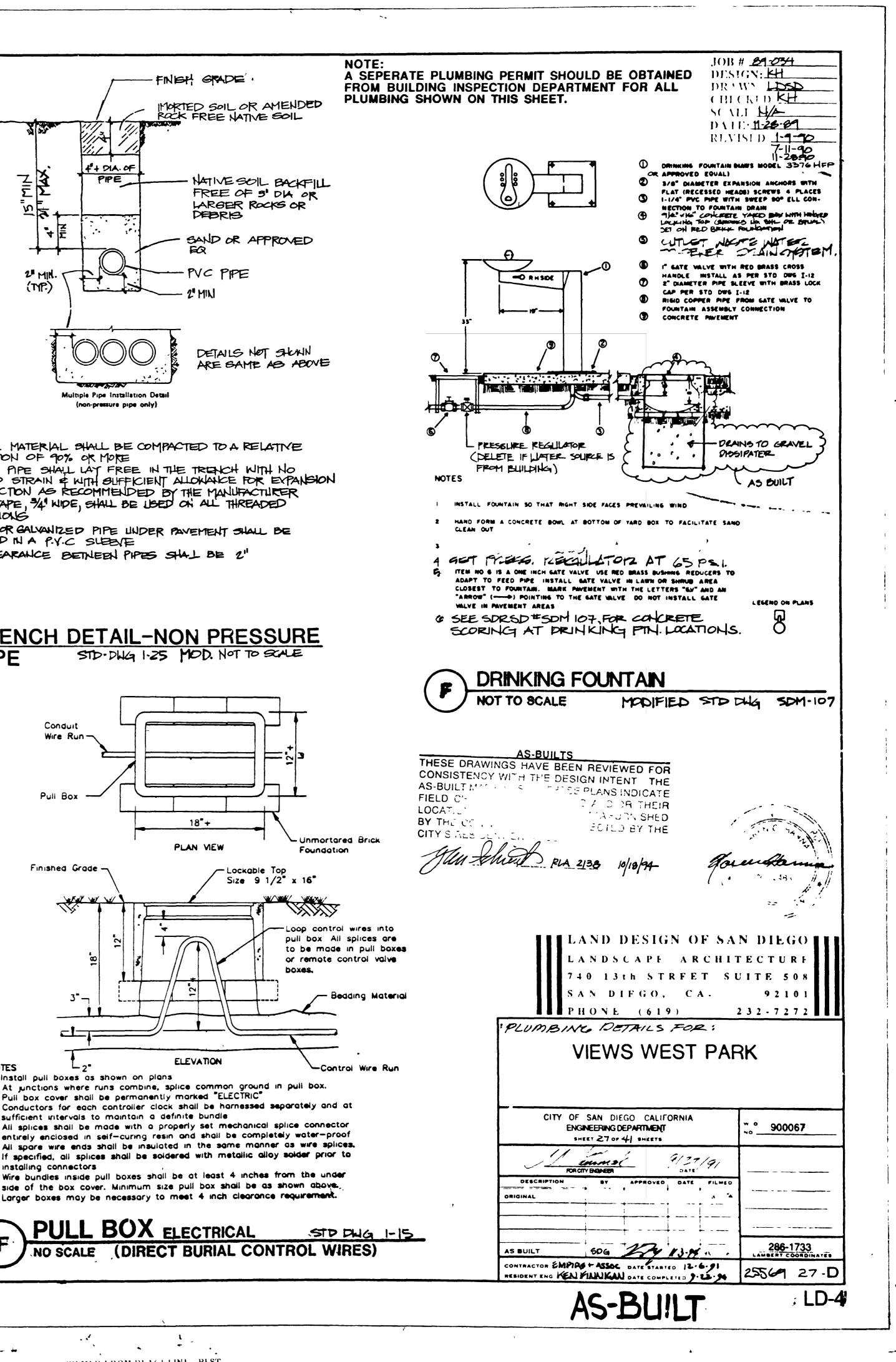
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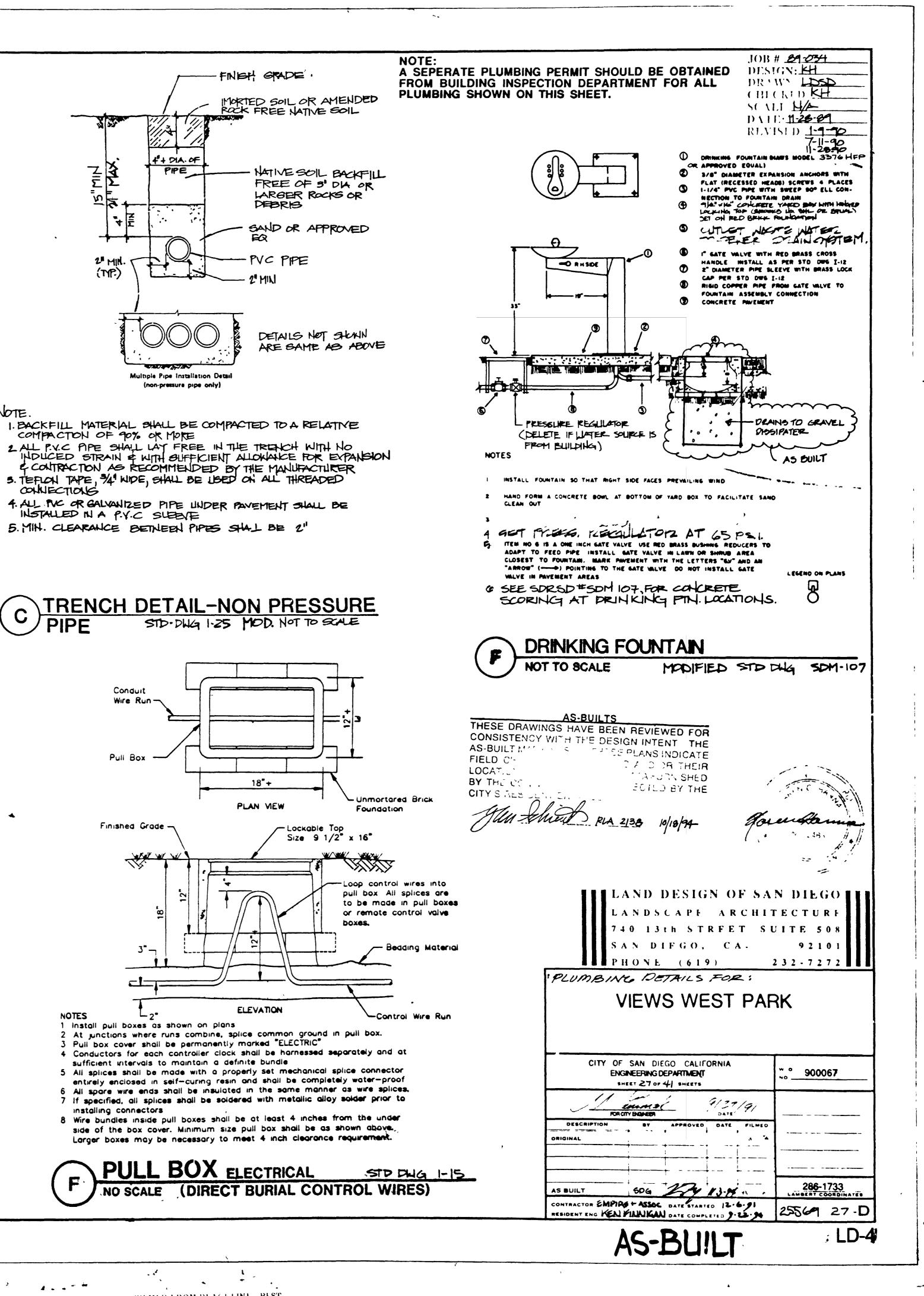




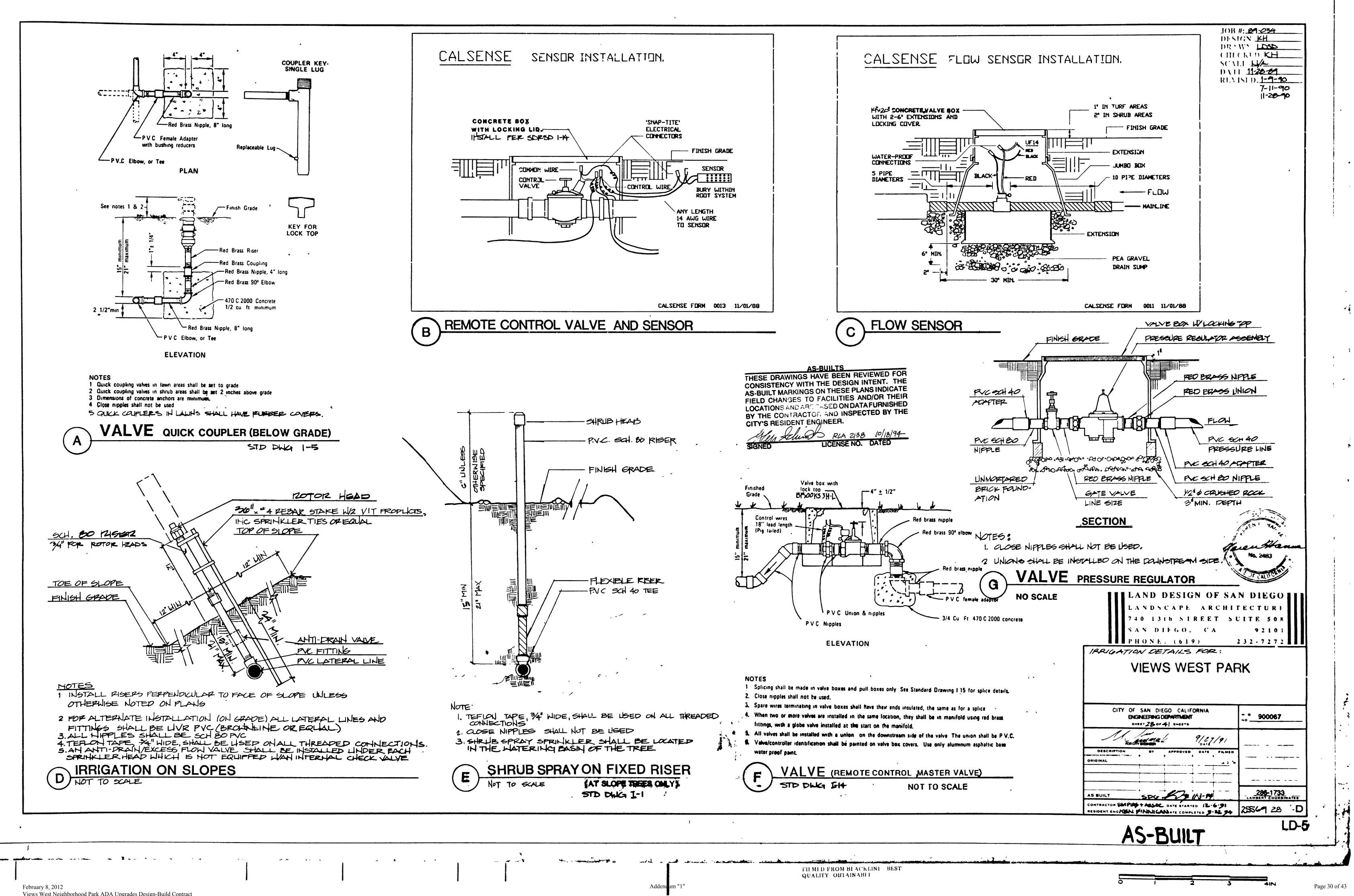
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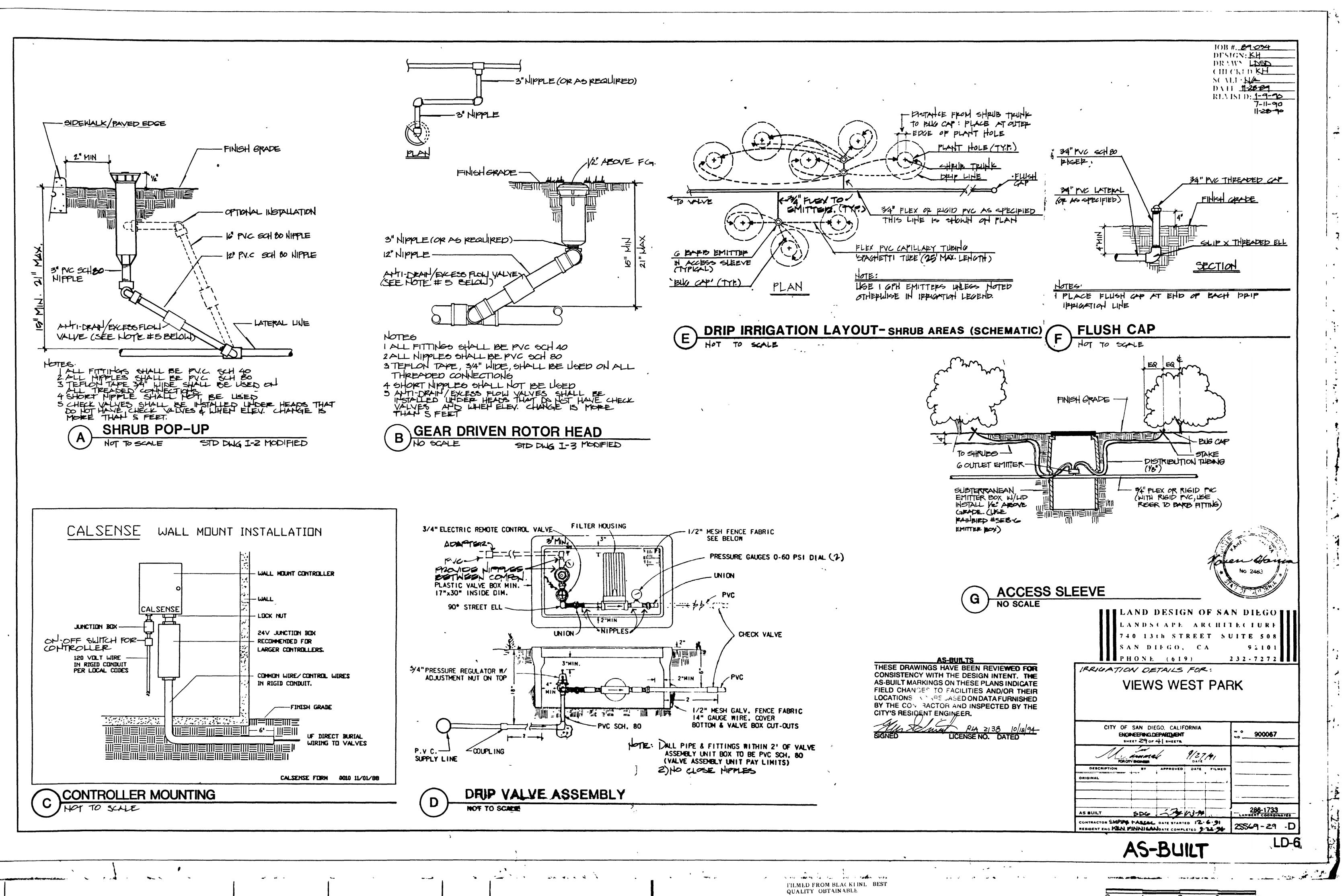
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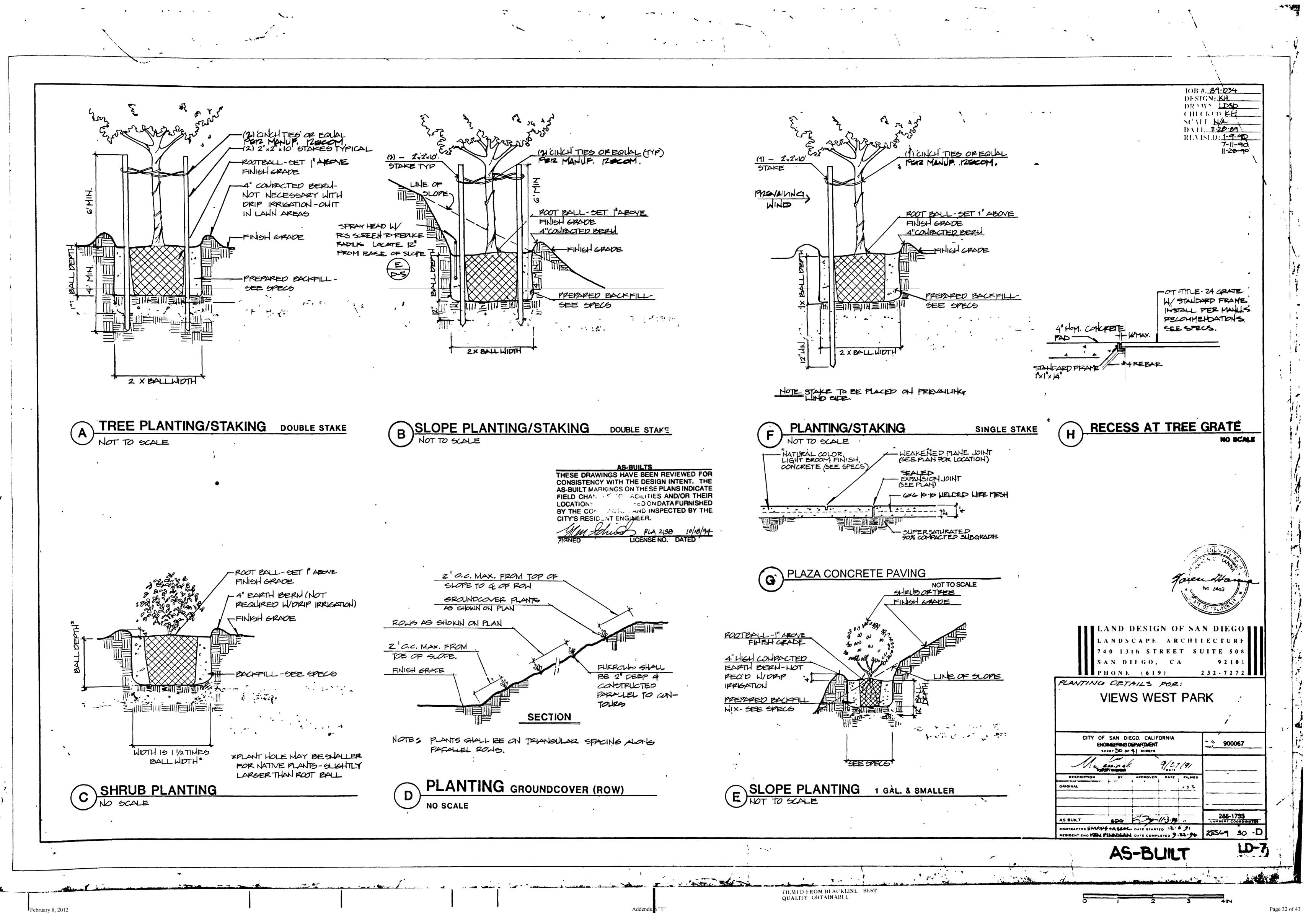


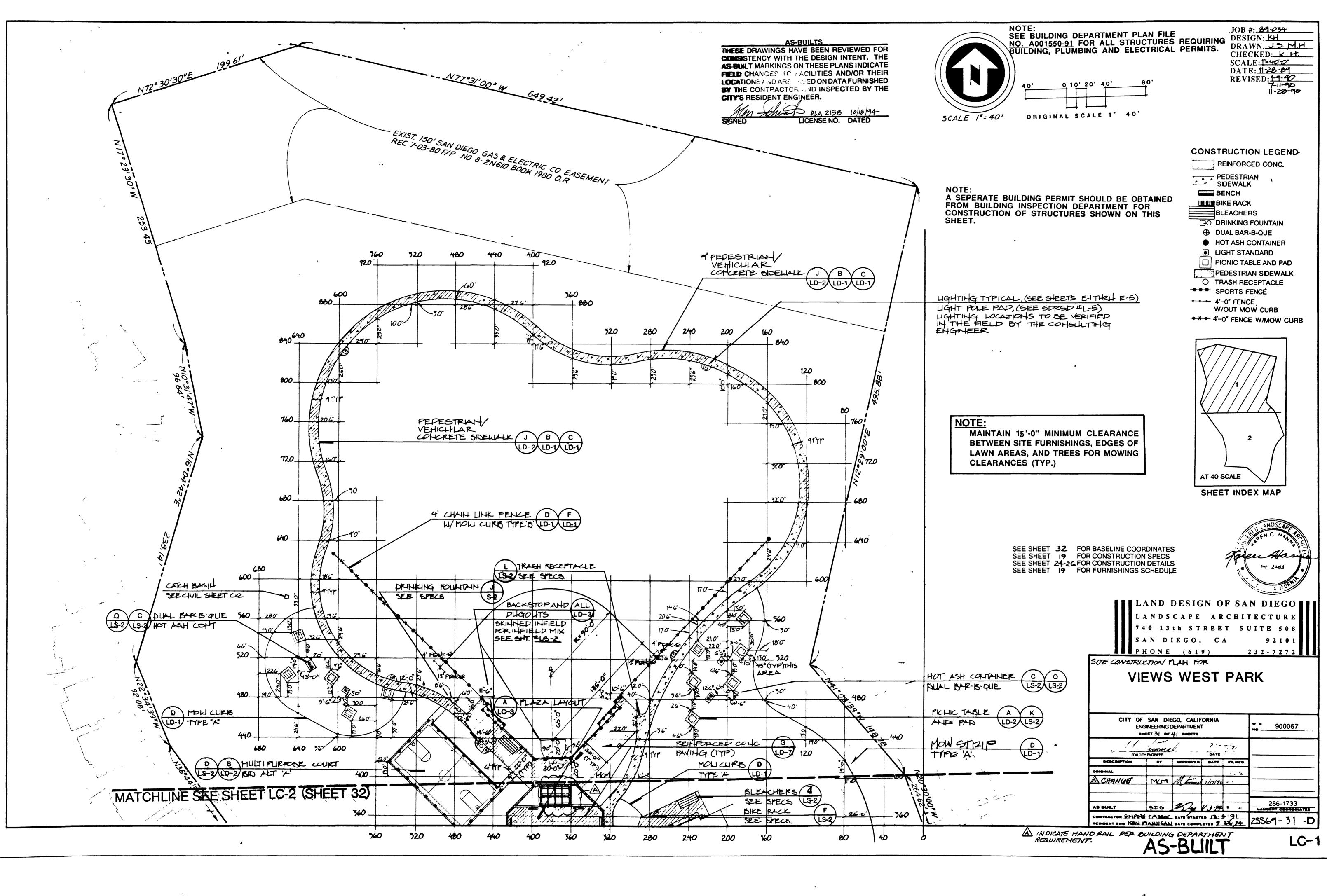
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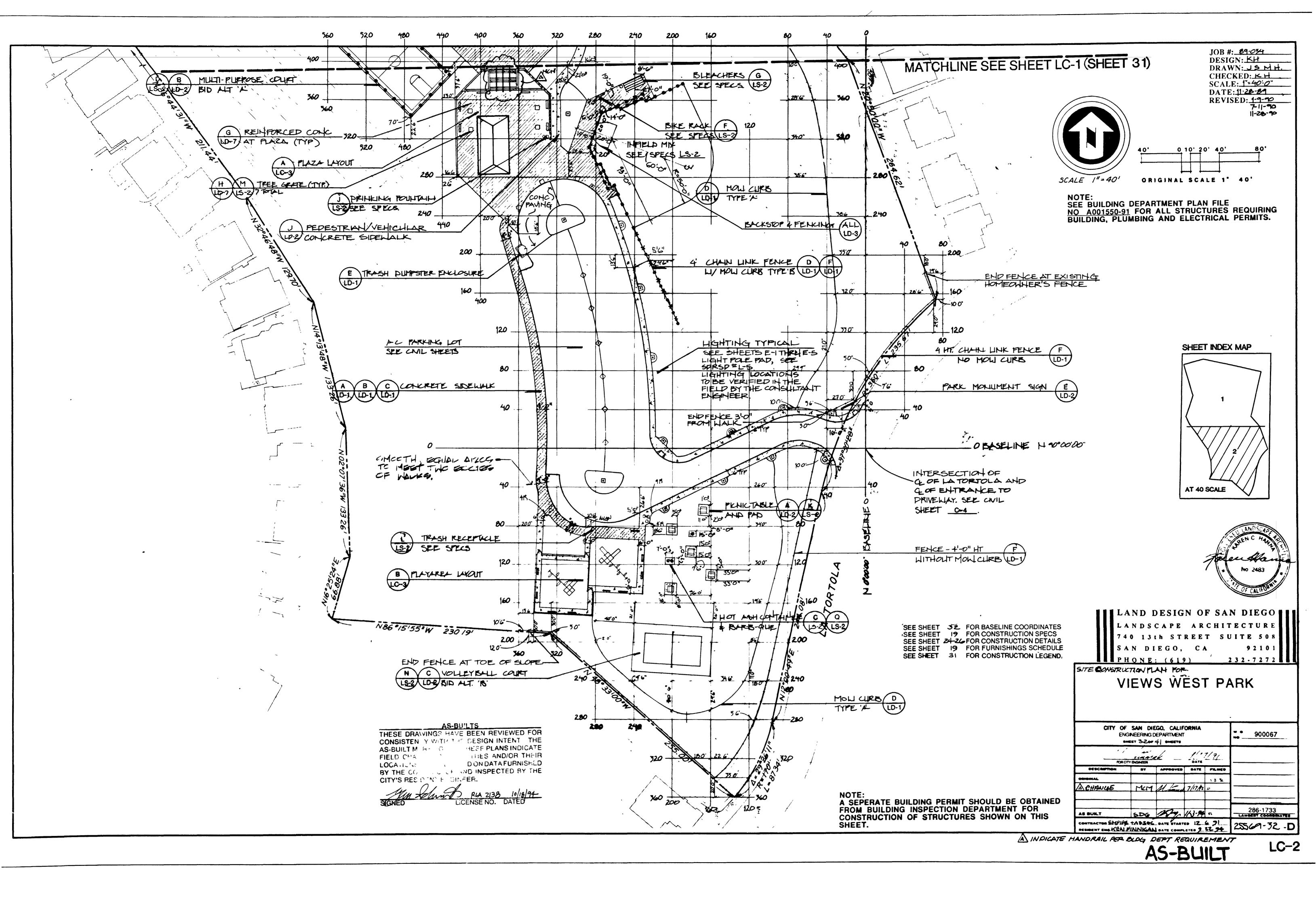




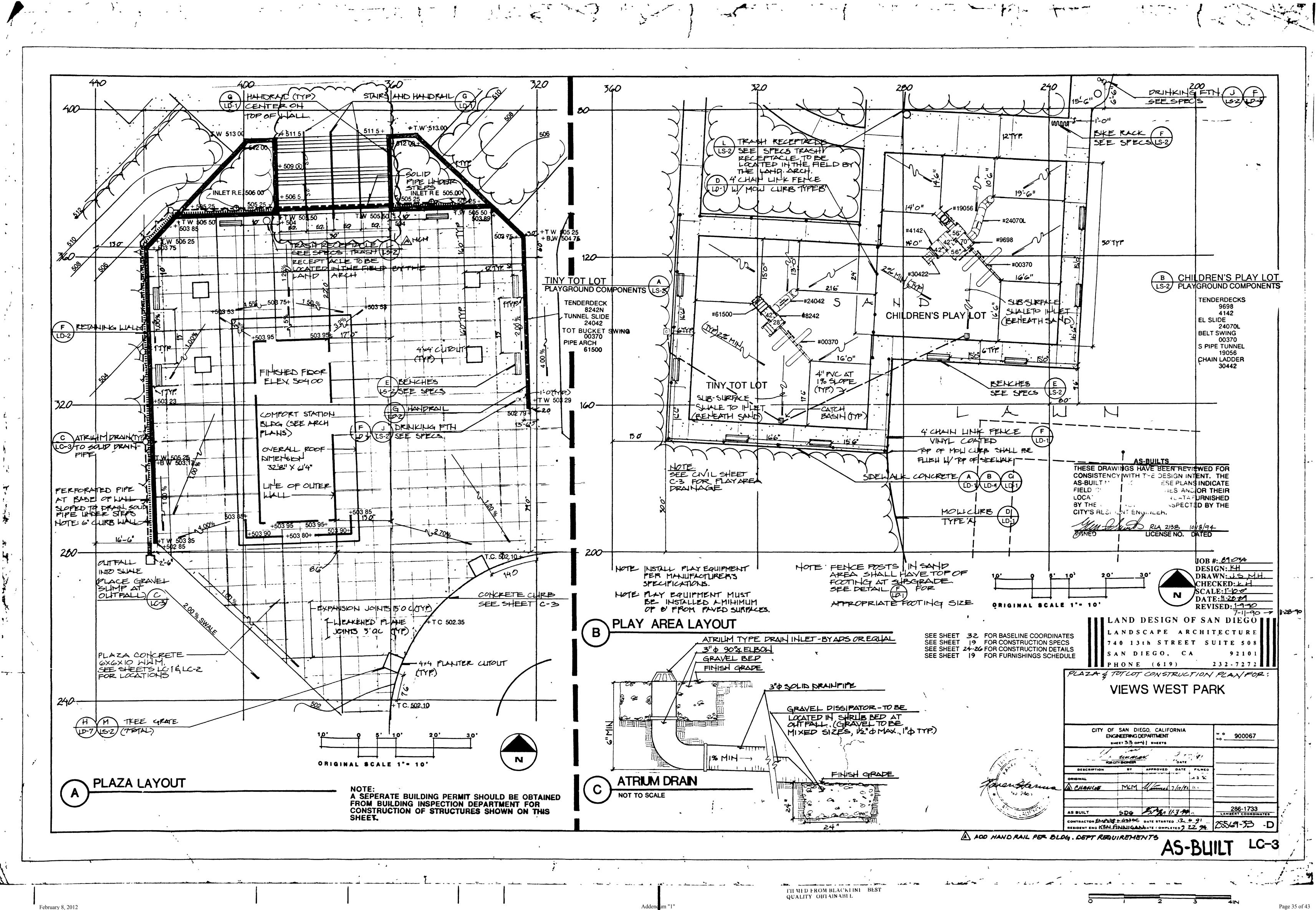
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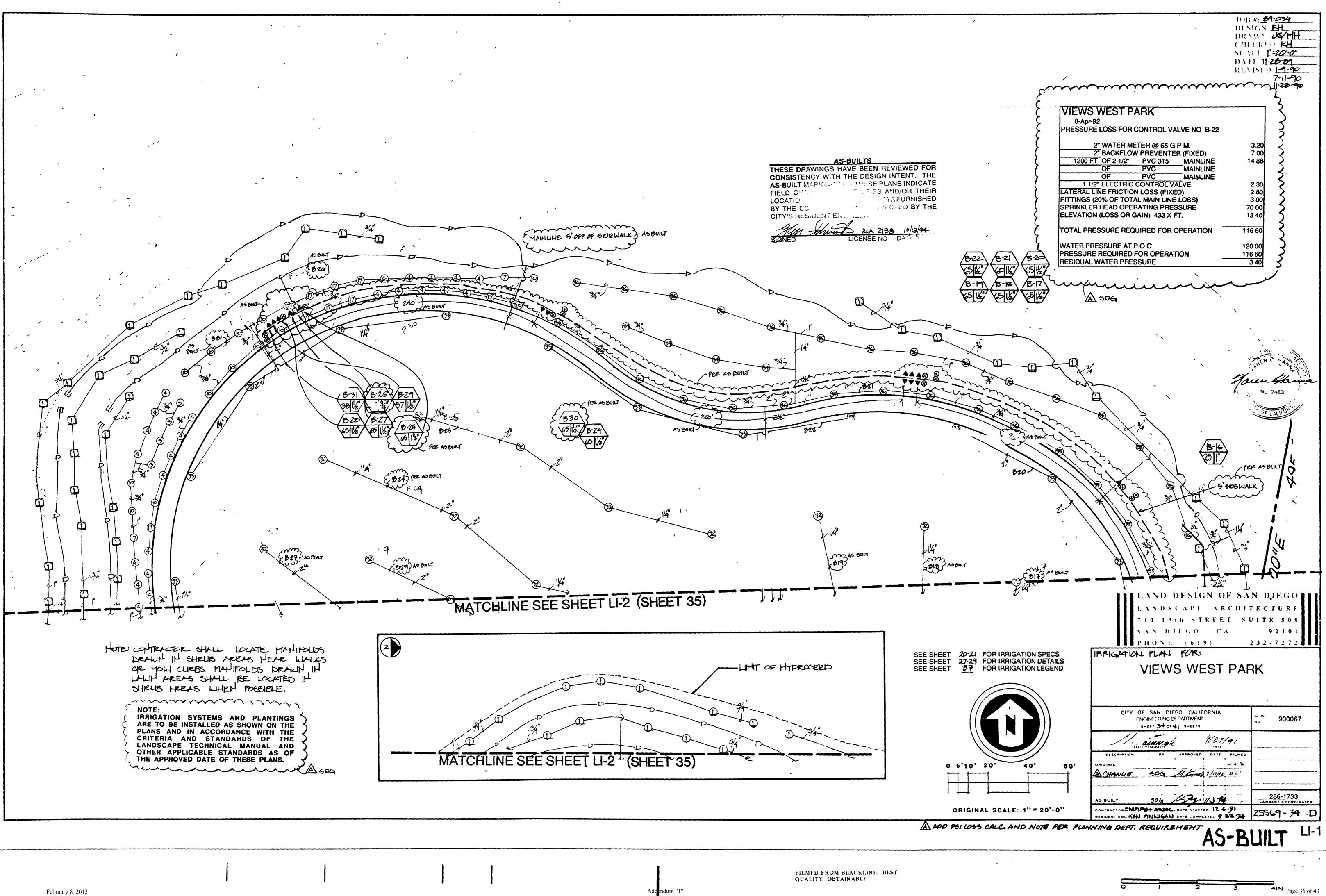
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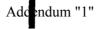
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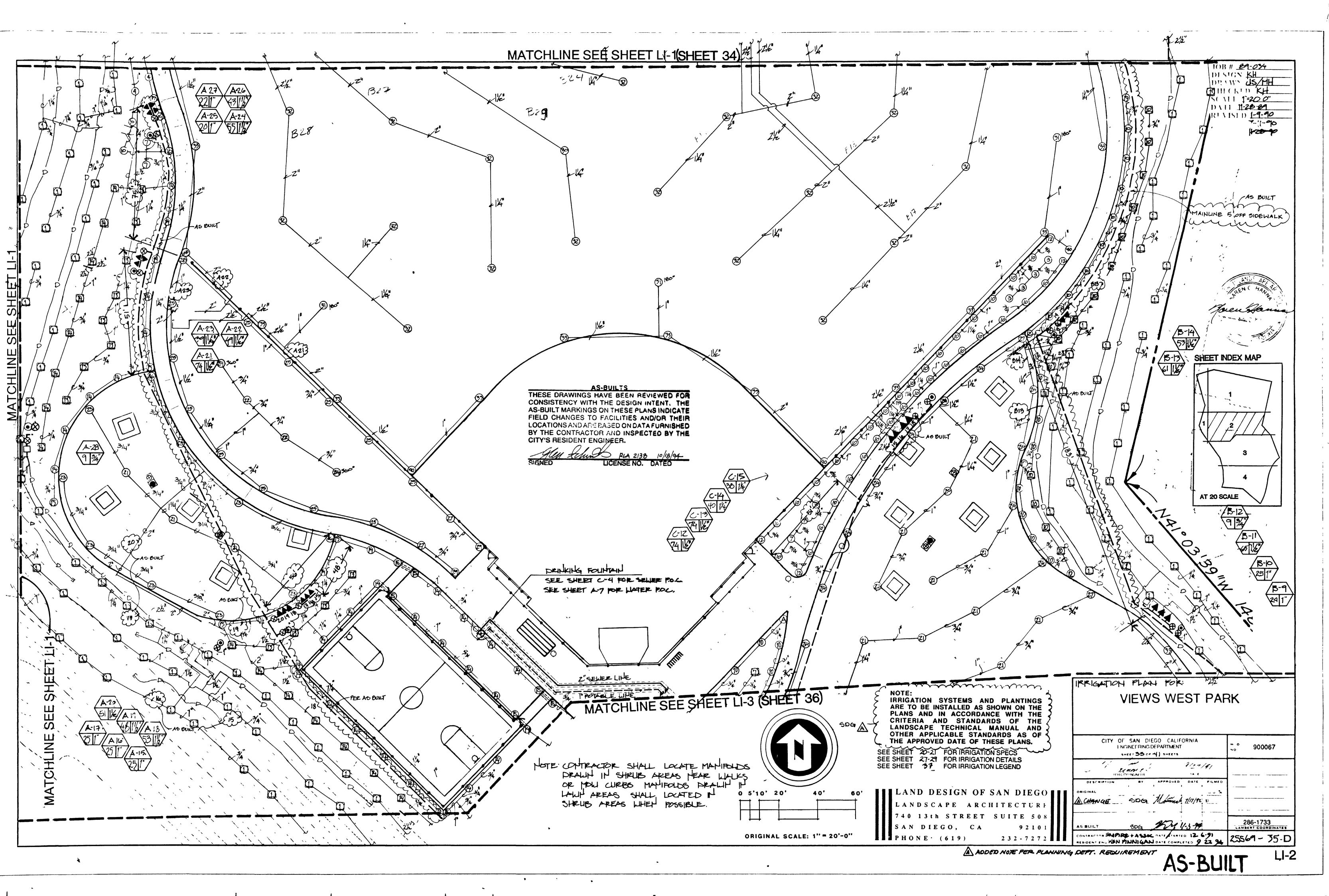


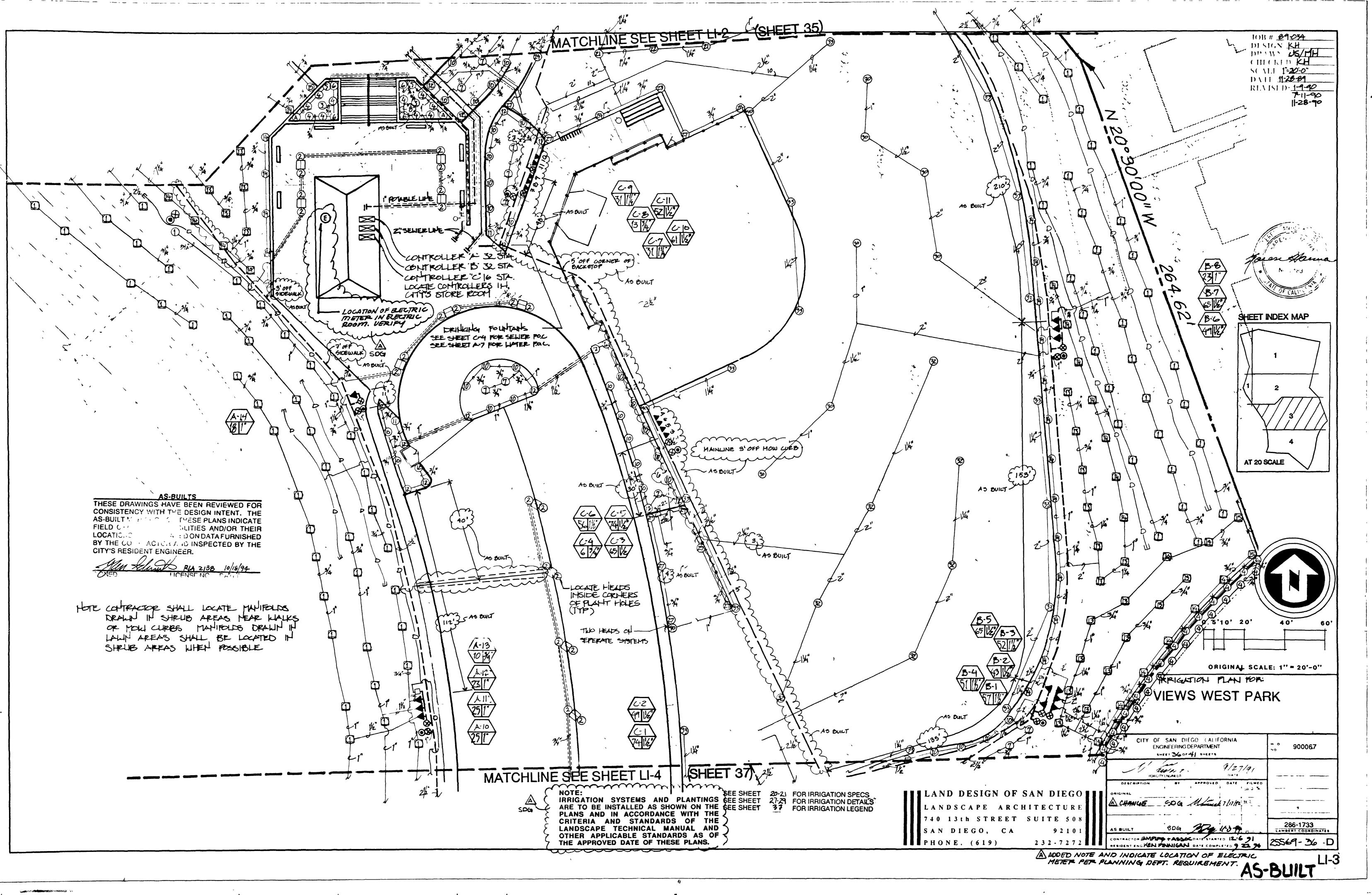
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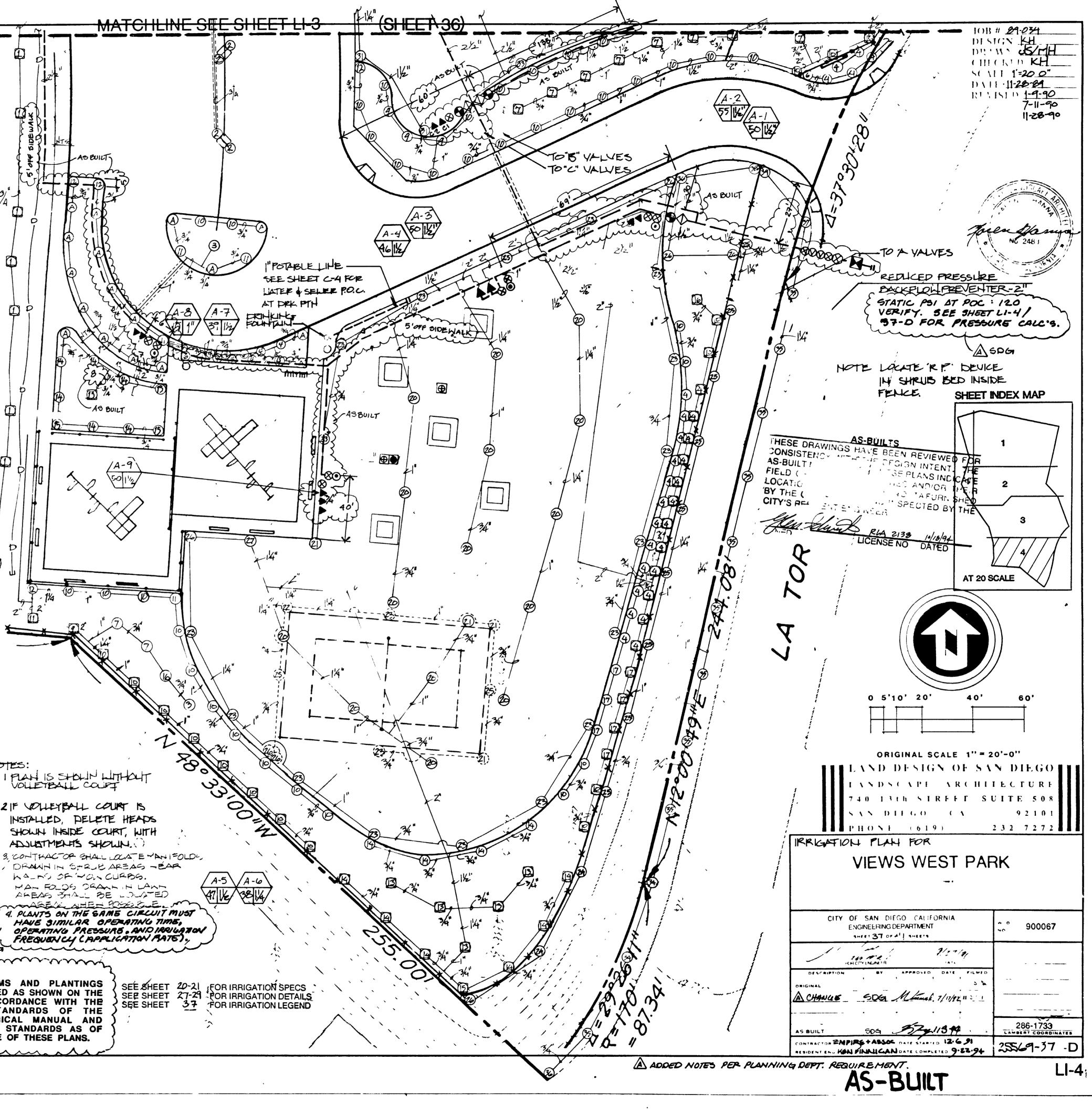
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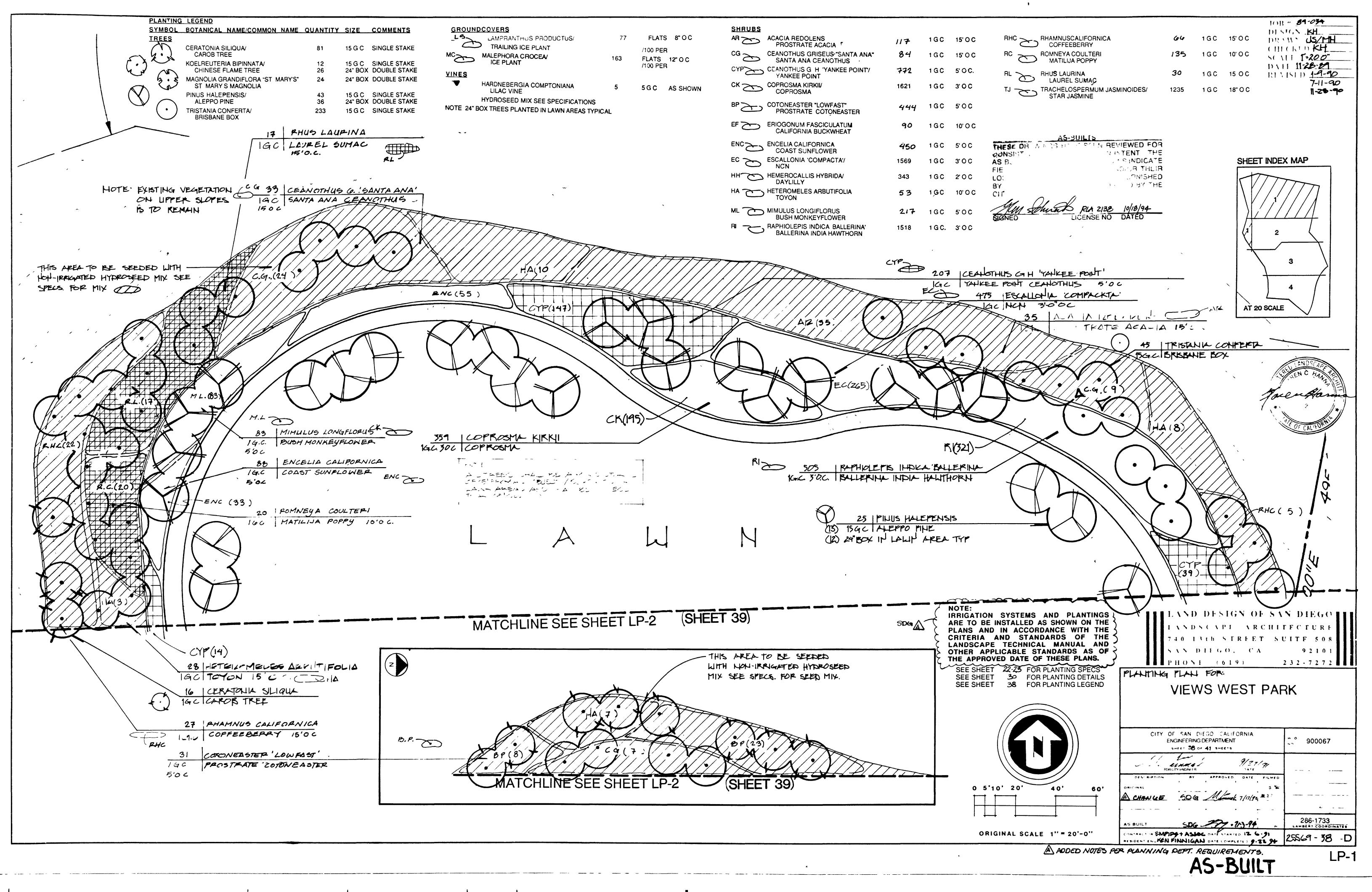
SYMBOL				-							
-	ION LEGENI		DESCRIPTION	PSI	GPM	RADIUS	ABC	DETAU	#		
	RAINBIRD -	1800 *6F-SLA	FULL LOW ANGLE STREAM SPRAY	30	1	1'	360	E/LD-5		đ	ר
2	w/ PCS/040 RAINBIRD	PRESSURE CO		00			400	5405		S.	2
	w/ PCS/030	PRESSURE CO	HALF LOW ANGLE STREAM SPRAY	30	1	1'	180	E/LD-5			
	RAINBIRD	1800 8F-FLT	FLAT FULL SPRAY HEAD	30	1 57	10'	360	A/LD-6			
4	BAINBIRD	1800 SH-TLT	FLAT HALF SPRAY HEAD	30	079	10'	180	A/LD-6		q]
5 6	RAINB RD RAINB RD	1800 8T-FLT 1800 8Q-FLT	FLAT THIRD SPRAY HEAD FLAT QUARTER SPRAY HEAD	30 20	0 52	10' 10'	120	A/LD-6	(
0	RAINBIRD	1800 3Q-FLT 1800 15F	FULL SPRAY HEAD	30 30	0 39 3 70	10' 15'	90 360	A/LD-6 A/LD-6	E C		
8	RAINBIRD	1800 15TQ	THREE QUARTER SPRAY HEAD	30	2 78	15'	270	A/LD-6	1'_		
9	PAINBIRD	1800 15TT	TWO THIRD SPRAY HEAD	30	2 48	15'	240	A/LD-6	`	. 1	3/A
10	RAINBIRD	1800 15H	HALF SPRAY HEAD	30	1 85	15'	180	A/LD-6	<u> </u>	2/4-P	
(1)	RAINBIRD	1800 15T	THIRD SPRAY HEAD	30	1 23	15'	120	A/LD-6		,4	
	RAINBIRD RAINBIRD	1800 15Q 1800 22F-SS	QUARTER SPRAY HEAD FULL STREAM SPRAY HEAD	30	093	15'	90 260	A/LD-6	3/4-9		
(13) (14)	RAINBIRD	1800 22F-SS	HALF STREAM SPRAY HEAD	30 30	3 22 1 61	20' 20'	360 180	A/LD-6 A/LD-6	Ø		1
_	- RAINBIRD	1800 22Q-SS	QUARTER STREAM SPRAY HEAD	30	0 81	20	90	A/LD-6			1
ે 🔞	RAINBIRD	- 1800 12F	FULL SPRAY HEAD	30	1 57	12	360	A/LD-6		Φ	
17	RAINBIRD	1800 12H	HALF SPRAY HEAD	30	0 79	12'	180	A/LD-6	Ø		
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23	HUNTER	I-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 7)	40	30	40'	ADJ	B/LD-6		L.	
<u></u> 2	-HUNTER	I-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 6)	40	24	35'	ADJ	B/LD-6		Ψ	
ૼ૾૽ૼ૱ૻ	HUNTER	I-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 5)	40	19	30'	ADJ	B/LD-6	Ø		\$
26	HUNTER	I-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 4)	40	16	40'	ADJ	B/LD-6			(
<u> </u>	HUNTER	I-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 3)	40	12	25'-35'	ADJ	B/LD-6			
28	HUNTER	1-20 ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 2)	40	9	30'	ADJ		ф		
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<u>8</u> 2	HUNTER	1 40 360	GEAR DRIVEN SPRAY HEAD (NOZ 43)	70	16 3	61'	360			Ψ	
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35	HUNTER	PGH ADJ	GEAR DRIVEN SPRAY HEAD (NQZ 5)	40	19	30'	ADJ	B/LD-6		Ф	
36	HUNTER	PGH ADJ	GEAR DRIVEN SPRAY HEAD (NOZ 4)	40	16	40'	ADJ		[1]		
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$\otimes \otimes \otimes \otimes$	S WILKINS	575 MF	(LINE SIZE) ENCLOSURE LE MEUR MO					A/LD-4	•		
- Der	WILKINS	#215	BRONZE BALL VALVE (LINE SIZE 1" MIN	4)				E/LD-4			
	RAINBIRD			NTROL N	/ALVE			B/LD-5			
	-	,	1" QUICK COUPLER AND KEY MOISTURE CONTROL COMPLITER WAL					A/LD-5			
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\sim	- /		INSIDE OF BUILDING VERIFY LOCATIO				,				
*	- , ,	ć	120 V ELECTRICAL BY OTHERS (SEE F			S) '	x	0100			
	CAL SENS	E FM-1 5	120 V ELECTRICAL BY OTHERS (SEE F 1 1/2" FLOW METER	PLANS F	OR SIZE	, ,	Υ.	C/LD-5 F/LD-5			2
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v	CAL SENS	SE FM-1 5 N 0. 102	120 V ELECTRICAL BY OTHERS (SEE F 1 1/2" FLOW METER NORMALLY OPEN MASTER CONTROL CLASS 315 PVC PRESSURE LINE 2" AN SCH 40 PVC 1 1/2" AND SMALLER	PLANS F VALVE (I ID LARC	OR SIZE	, ,	×	F/LD-5 B/LD-4			2
v	CAL SENS HARDIE 	SE FM-1 5 N 0. 102	120 V ELECTRICAL BY OTHERS (SEE F 1 1/2" FLOW METER NORMALLY OPEN MASTER CONTROL CLASS 315 PVC PRESSURE LINE 2" AN SCH 40 PVC 1 1/2" AND SMALLER SCHEDULE 40 PVC NON-PRESSURE 1	PLANS F VALVE (I ID LARG	OR SIZE: LINE SIZE SER	ž)	× ×	F/LD-5			2
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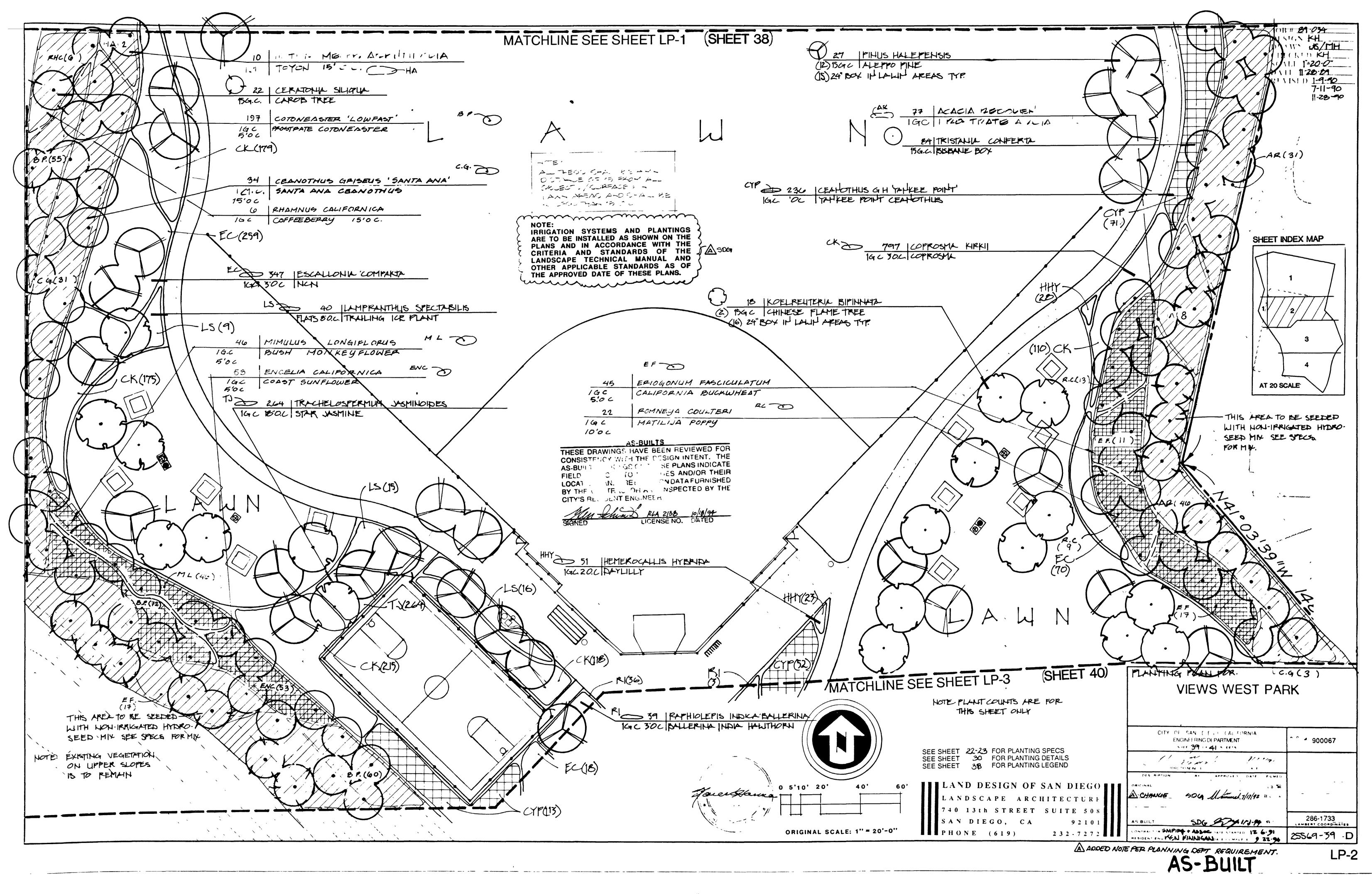
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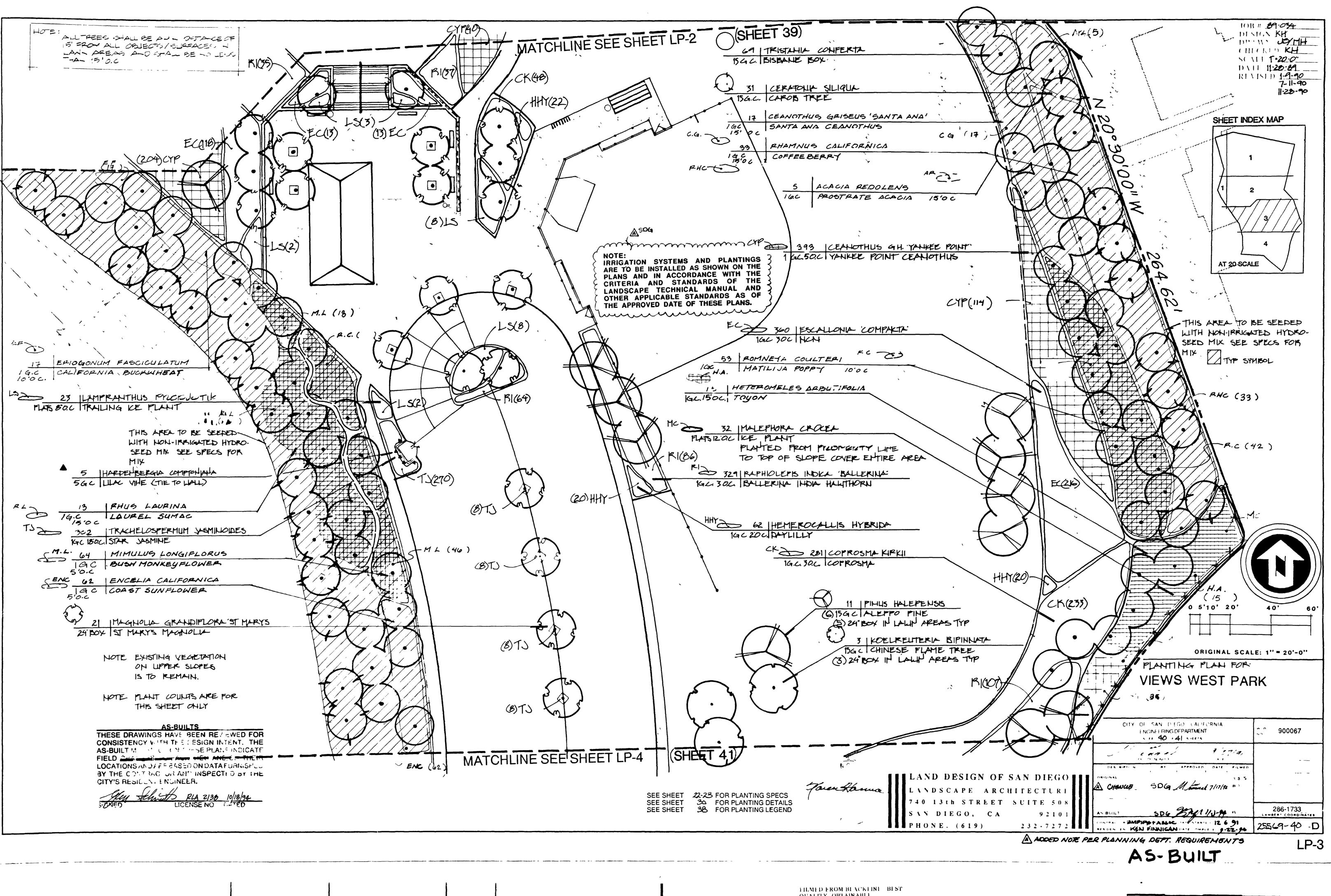




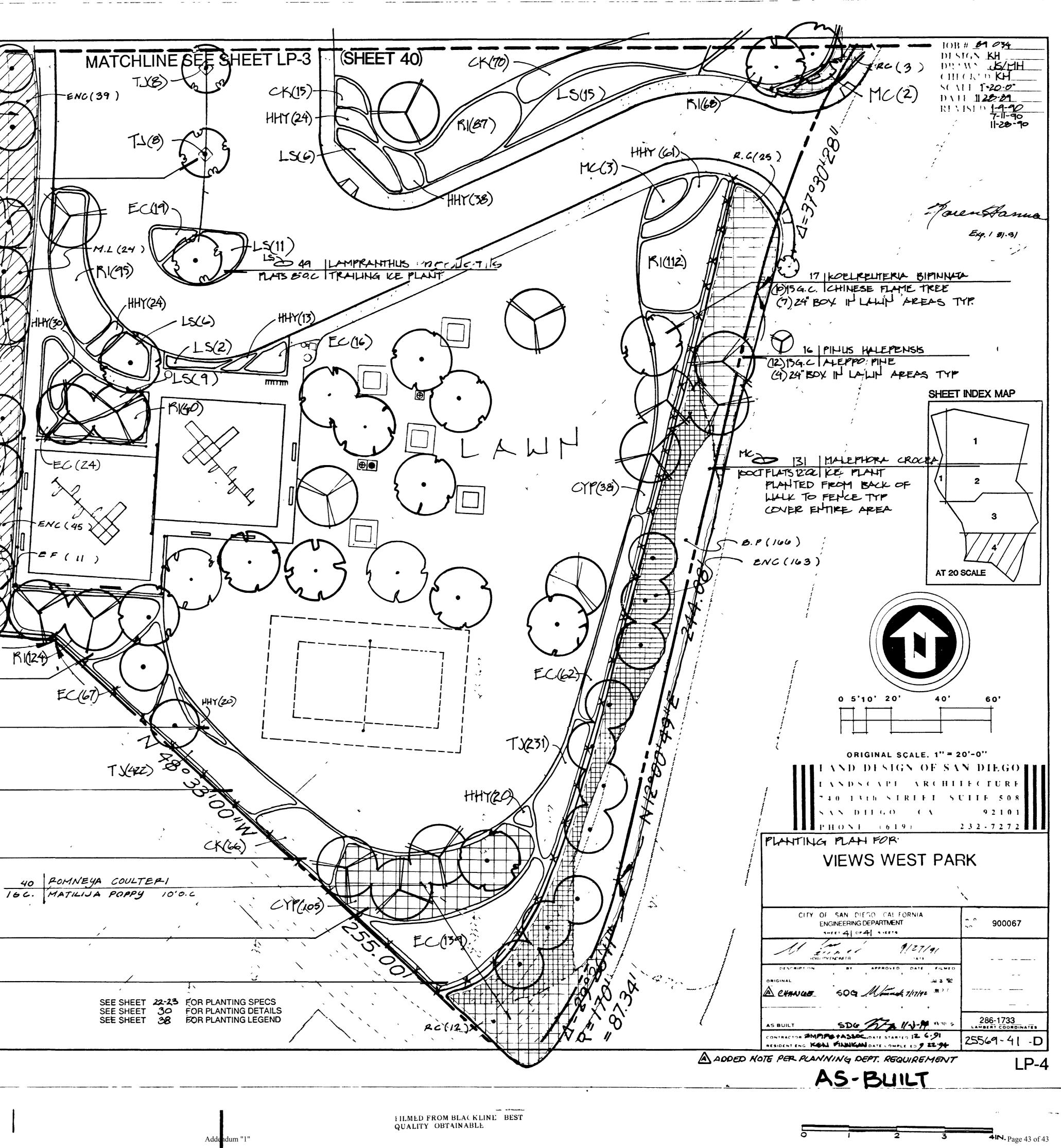




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12 CERATONIA SILIQUA BGL. CAROB THEE 247 ENCELIA CALIFORNICA IGC COAST SUN FLOWER 5'0.C. 35 ITINISTANIA CONFERTA BG.C. BISBANE BOX 3.4 3 IMAGNIOLIA GRANDIFLORA ST MARTS! 24 BOXIST MARYS MACHOLIA 18 ERIOGONUM FASCICULATUM GC CALIFORNA BUCKMHEAT 10'0C. , E.**.**. IGC MIMULUS LONGIFLORUS <t > 24 BUSH MONKEYFLOWER 5'0.C. 16.C. FF(17 } THIS AREA TO BE SEEDED. WITH NON-IRREATED HYDROGEED MIN. SEE SPECS FOR SEED MIN NOTE EXISTING VEGETATION ON LIPPER SLOPES IS TO REMAIN. HOTE PLANT COUNTS ARE FOR THIS SHEET ONLY - SP 216 COTONEDSTER 'LOWEDST' 16 C PROSTRATE COTONBASTER N86°15'55"W 230.19' ri 20 526 RAPHIOLEPIS INDICA BALLERINA IGC. 300 BALLERINA INDIA HAWTHORN 230 HEMEROCALLIS HYBRIDA min 1GC 2'0C. PATLILLY NOTE: ' IRRIGATION SYSTEMS AND PLANTINGS ARE TO BE INSTALLED AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE CRITERIA AND STANDARDS OF THE LANDSCAPE TECHNICAL MANUAL AND OTHER APPLICABLE STANDARDS AS OF L C 669 ITRACHELOSPERMUM JASMINOIDES 14.C180.C. STAR JASMINE THE APPROVED DATE OF THESE PLANS. COPROSMA KIRKI 101 KGC 30.C COPROSMA +1/-=. AL_ TREES " -A__ REA () pc - · · · JANCE OF 5' = He - A PELECTI/ - UPEALE ни - МЕЛСА: 5-А-ИЕ. 2007-АН 5.0.С. 1 = . CYP 2 143 CEANDTHUS GH. YANKEE POINT AS-BUILTS THESE DRAWINGS HAVE BEEN REVIEWED FOR IGCSOC. YANKEE POINT CEANOTHUS CONSISTENCY WITH THE DESIGN INTENT. THE AS-BUILT MARKINGS ON THESE PLANS INDICATE 327 ESCALLONIA COMPAKIA LOCATIONS AND ARE BASED ON DATA FURNISHED 14 C. 30.C. NCH BY THE CONTRACTOR AND INSPECTED BY THE CITY'S RESIDENT ENGINEER. RLA 2138 10/18/94 SIGNE LICENSE NO. DATED



City of San Diego

ADDENDUM "2"



REQUEST FOR PROPOSAL (RFP)

FOR VIEWS WEST NEIGHBORHOOD PARK ADA UPGRADES DESIGN-BUILD CONTRACT

RFP NO.:	5168
BID NO.:	K-12-5168-DB1-3-B
SAP NO.:	S-10031
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	1
PROJECT TYPE:	GB
CDBG NO.:	B-08-MC-06-0542

REQUEST FOR PROPOSAL (RFP) DUE:

12:00 Noon FEBRUARY 22, 2012 CITY OF SAN DIEGO Public Works Contracting Group 1200 Third Avenue, Suite 200, MS 56P San Diego, CA 92101

CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP 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.

A. <u>QUESTIONS AND ANSWERS</u>

- Q1. Is it acceptable to remove the toilet seat on the existing water closet to achieve accessibility compliance?
- A1. Yes. Provided the resulting water closet complies with accessibility standards and that the existing water closet was designed for use with no toilet seat.
- Q2. Can the existing fencing in the children's play area be removed?
- A2. Yes. Provided the physical separation between respective age groups is preserved.

B. <u>CHANGES TO THE REQUEST FOR PROPOSALS</u>

- B.1 To RFP, 1.0 Introduction, page 3, item 1.3 Engineer's Estimate, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - **1.3** Engineer's Estimate The Engineer's estimate of the most probable price for this contract is in the range of **\$500,001.00 to \$700,000.00**.
- B.2 To Attachment A, Project Description, Scope Of Work, Technical Specifications, and Bridging Documents, 2.0 Scope of Work, pages 12 through 14, Play Area Upgrades, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Play area upgrades:

- 1. Remove and stockpile existing playground sand.
- 2. Remove and dispose all subsurface concrete, drainage, and other debris to a minimum 18" below the level of the concrete curb surrounding the play area.
- 3. Install new play equipment.

Two Play Structure:

2-5 Years old-play structure shall include minimum of 10 play components

5-12 years old-play structure shall include minimum of 18 components. The elevated play components shall be connected by a ramp.

Sectional slides are allowed for this project provided that sections connect with interlocking, dado, modified lap, or other approved equal joints, in lieu of simple butt joints.

- 4. Install new subsurface drainage system per the "As-built" drawings (25569-1-25-D), new rubberized surfacing, new filter fabric, and re-place stockpiled sand cleaned of all debris, to a minimum depth of 12 inches, in areas as appropriate.
- 5. Provide a report and certification by an independent Playground Safety Inspector that the installed play equipments and surfacing is compliant with all applicable codes and standards of the National Playground Safety Institute.

Accessibility upgrades: All improvements below require prior review and approval by the City;

- 6. Provide (2) accessible benches with companion seating connected with an accessible route to the play areas.
- 7. Provide an accessible route from the playground to the adjacent picnic shelter.
- 8. Replace existing walkways as necessary to provide an accessible route from the play areas to accessible parking spaces located at the south end of the parking lot.
- 9. Replace walkways as necessary around the playground, to provide an accessible route.
- 10. Provide an accessible drinking fountain per SDM 107; replace existing drinking fountain with the HiLo type drinking fountains adjacent to the play ground area and the restrooms. Demo and replace the surrounding concrete pad as necessary to meet the ADA requirements.
- 11. Replace existing built up curb ramp at south location with a concrete curb, gutter and accessible Curb Ramp Type B per San Diego Standard Drawing [SDSD] No. SDG-132.
- 12. Install (2) Accessible Parking Spaces at south location per SDM-117. Location must be approved by Engineer (1 van accessible and 1 regular).
- 13. Replace existing built up curb ramp at north location with a concrete curb, gutter and accessible Curb Ramp Type B per San Diego Standard Drawing [SDSD] No. SDG-132.
- 14. Install (2) Accessible Parking Spaces at north location per SDM-117. Location must be approved by Engineer (1 van accessible and 1 regular).
- 15. Install accessible hardware on the accessible stall doors at the existing comfort station.
- 16. Water closets in the women's restroom shall be improved to comply with current ADA requirements.
- 17. Replace and relocate the hand dryer in women's restroom to comply with accessibility requirements.
- 18. Lavatory faucet fixture push buttons in both the men's and women's restroom shall operate at a maximum of five (5) pounds of pressure to comply with accessibility requirements.
- 19. Lower the snack bar counter and service window to comply with accessibility requirements.
- 20. Provide accessible path of travel from public right of way (La Tortola Ave.) to the playground area.
- 21. Replace (2) existing curb ramps at Tortola Ave. driveway to comply with accessibility per SDG 130-132.
- 22. Install contrasting stripe at the nose of the existing stairs on the south side of the baseball field per the San Diego Regional Standard Drawing M-26.

- 23. Replace tree wells with openings that present tripping hazard within the accessible path of travel; eliminate tripping hazard.
- 24. Remove and replace concrete walkway panels that are uplifted at locations along the accessible path's of travel and others locations within the limits of work of the project; final locations must be approved by the Engineer.
- 25. Demolish and remove two (2) concrete walkway panels of approximately 10 feet by 9 feet, and replace with concrete walkway panels that are 6-inches thick, that have a cross slope of less than 2 percent, and that meet all accessibility guidelines. Location must be approved by Engineer.

Other upgrades:

- 26. Plant new trees that match existing trees as shown (total of 6) in Attachment A.
- 27. Make all necessary repairs and restoration to existing irrigation systems and plantings, including turf that are disturbed, broken, or removed as a result of construction activities.

Tony Heinrichs, Director Public Works Department

Dated: *February 17, 2012* San Diego, California

TH/cg/nb/egz

Shawn Elihu

From: To: Cc: Sent: Subject:	"L Yagel" <lyagel@yahoo.com> "Cecilia Galvan" <cecilia@3d-nt.com> "Shawn Elihu" <shawn@3d-nt.com> Monday, October 25, 2010 1:25 PM HUBZone Approval</shawn@3d-nt.com></cecilia@3d-nt.com></lyagel@yahoo.com>	۰. ۲
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U.S. SMALL BUSINESS ADMINISTRATION WASHINGTON, DC 20416

Original Certification Date:10/24/2010

Shahrokh Elihu - President 3-D ENTERPRISES, INCORPORATED 11300 SORRENTO VALLEY RD, San Diego, CA, 92121-1328

Dear Shahrokh Ellhu:

Welcome to the HUBZone Program!

I am pleased to advise you as that effective 10/24/2010 your application for certification as a "qualified HUBZone small business concern" (SBC) has been approved. Your firm is now eligible to receive HUBZone contracting opportunities, and will be included in the listing of qualified HUBZone small business concerns found on the Internet at <a href="http://dsbs.sba.gov/dsbs/search/dsp_search/ds

Your responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the benefits you may receive from the program come with the following important responsibilities:

- Keep your Central Contractor Registration (CCR) and Dynamic Small Business Search (DSBS) records up-to-date: To apply for HUBZone Program certification, your firm had to be registered in the CCR and DSBS information systems. For your firm to receive benefit from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), it is essential that these records remain up-to-date. We strongly recommend that you validate your information at least annually. If you need assistance in updating your CCR or DSBS information, please contact the Federal Service Desk at (866) 606-8220 or (334) 206-7828.
- Inform HUBZone Program of any material changes to your concern: If there are material changes to your concern you must notify the
 HUBZone Program by sending an e-mail to <u>HZMCN@sba.gov</u>. Material changes include a change in size, ownership, business structure, or
 principal office location, in addition to falling below the 35% HUBZone residency requirement when your firm is not performing on a HUBZone
 contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time you feel
 your concern no longer qualifies for the HUBZone Program, you can complete the "Voluntary Decertification Agreement" available at
 www.sba.gov/hubzone/hubzoneapplication.

Note the HUBZone Program mails notices regarding program examinations and re-certifications to your firm's most recent address of record. If you were to fail to respond to these notices because you have changed your address without updating your CCR or DSBS profiles and informing the HUBZone Program, SBA would propose your concern for decertification and subsequently decertify it from the Program. Therefore, it is critical that you notify us of any change in address and keep your CCR and DSBS profiles updated.

• Remain in compliance at all times and stay updated on Program changes: It is your responsibility to continually ensure that your firm meets the requirements of the program. This includes, for example, continuously meeting the 35% HUBZone residency requirement, with the sole exception if you are making good faith efforts to "attempt to maintain" (see 13 C.F.R. § 126.103) having 35% of your employees reside in a HUBZone during the performance of a HUBZone contract you have received. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to your firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in 13 C.F.R. § 126.700, and/or the non-manufacturer rule set forth in 13 C.F.R. § 126.001(e)).

In addition, you should periodically visit our website (www.sba.gov/hubzone) to look for any important announcements concerning changes to the HUBZone Program. As an example, on May 3, 2010 an important change to the HUBZone regulations went into effect concerning the definition of an employee. The new definition, which can be found at our website, is meant to simplify the determination of whether a person working for a concern is counted as an employee of that concern for the purposes of determining eligibility for the HUBZone Program. The new definition may impact your eligibility for the program and ability to meet the principal office and 35% HUBZone residency requirement. (If you applied prior to May 3, 2010, the previous definition was likely used to determine your eligibility as we typically evaluate a firm's eligibility at the time of application submittal using regulations in effect at that time.) It is your responsibility to understand the new definition and to determine whether it impacts your concern's eligibility status. Contact the HUBZone Help Desk if you require assistance. If you find that your firm is not eligible for the program as a result of the definition change, you should inform the HUBZone Program of this material change to your concern or complete the "Voluntary Decertification Agreement" available at <u>www.sba.gov/hubzone/hubzoneapplication</u>.

- Participate in SBA eligibility monitoring initiatives: As a result of 2008 and 2009 Government Accountability Office (GAO) audits, which
 discovered unacceptable levels of fraud and misrepresentation within the HUBZone Program, we are significantly increasing our eligibility
 monitoring efforts to ensure only eligible SBCs receive the program's benefits. As such, you may be subject to any or all of the following
 initiatives designed to verify the ongoing eligibility of certified concerns:
 - O SBA requiring your concern certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone

REQUEST FOR PROPOSAL

FOR

VIEWS WEST NEIGHBORHOOD PARK

ADA UPGRADES DESIGN-BUILD

RFP NO.: 5168 BID NO.: K-12-5168-DB1-3-B

February 22, 2012 - NOON

FROM

3-D ENTERPRISES, INC. 11300 SORRENTO VALLEY ROAD, SUITE 255 SAN DIEGO, CA 92121

ЛИU, **VICE PRESIDENT** SHA W

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- 1. Identification of the Design-Builder
 - a. 3-D Enterprises, Incorporated 11300 Sorrento Valley Road, Suite 255 San Diego, CA 92121
 - b. Corporation
 - c. No "Parent Company"
 - d. Headquarters 11300 Sorrento Valley Road, Suite 255 San Diego, CA 92121
 - e. 17 years in San Diego
 - f. 3-D Enterprises has 10 employees and all of them are in San Diego County.
 - g. State Contractors License No. 621125 Expiration Date: June 30, 2013

City of San Diego Lic. No. B1994008349 Expiration Date: September 30, 2012

Professional Engineering Lic. No. 22011 Expiration Date: June 30, 2013

h. Contact Person:

Shawn Elihu, Vice President 11300 Sorrento Valley Road, Suite 255 San Diego, CA 92121 P: 858-202-0410 F: 858-202-0432 E: shawn@3d-nt.com



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2. Addenda to RFP

Addendum 1 & 2 are acknowledge



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3. Exception to the RFP

There are no exceptions to the RFP.



4. Executive Summary

- 3-D Enterprises recently completed 2 ADA Improvement projects with the City of San Diego consisting of a total of 8 sites. We understand the challenges and requirement for ADA Design and upgrades. We have also worked with City of San Diego staff both in the Design Department and Field Division.
- Mr. Dong Dao, was part of our team as a licensed architect in the above project. He has been working in the San Diego area for more than 30 years.
- Mr. Mike Etchison from Play & Park Structures will be our Playground Designer/Consultant. Mike is a licensed landscape architect with more than 20 years of experiences in playground sales and design.



O Play & Park Structures? 1A PlayCore* Company

descendulitzer Summinnairy

July 2011

Views West Neighborhood Park

In an effort to provide the most appropriate playground solution for your needs, we have developed a specific methodology for approaching our designs which we would like to detail for you. In general, for Views West Neighborhood Park we have considered the following details to include but not necessarily be limited to:

Minimal Plastics – while in some cases it is necessary to use rotation molded plastics for slides and some climbers, we have used a majority of steel components and fabric shade to minimize the risk of damage and vandalism.

A Mix of Static & Dynamic Activities – while we have minimized moving parts that can be problematic regarding maintenance ("C" springs, coil springs, etc.) we have also provided some dynamic spinning elements which have a very high play value and will add to the overall user experience and aesthetics for the park.

Traditional and Alternative Play Equipment – we understand there may be a mix of preferences in the style of play equipment so we have provided a fusion of both traditional play elements with new alternative playground components. This will add significant play value, increase the age range appeal and add to the aesthetic of the playground.

Pour-in-Place Surfacing – Tot Turf (represented as SurfaceMax) is the recognized leader in the industry for pour-in-place rubber surfacing. We have designed portions of the play area utilizing SurfaceMax up to the transfer station to include numerous additional play components on both the 2-5 and 5-12 play areas. Rubber surfacing shall consist of a poured-in-place polyurethane resinbased post-consumer recycled rubber shred material derived from recycled tires. Provide a non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the manufacturer and capable of bonding to concrete or asphalt.

The use of California Recycled Tires in "SurfaceMax" - Robertson Industries, Inc. purchases rubber buffing's and SBR from Greenman Technologies of California, Inc. located in Azusa, California. Greenman utilizes California recycled tires for the production of buffings and SBR used by Robertson Industries, Inc. 82% of TotTurf consists of this recycled material.

SurfaceMax Aromatic meets and exceeds all requirements of the IPEMA inspection and certification process. The program involves on-site and warehouse inspections as well as an audit of the raw materials, training, warranty, customer service, and general business practices of the company.



Per the City's Consultant Guide to Park Design and Development -we have made sure not to include any "S" hooks, expanded metal, chains or rope, talk tubes, cargo climbers, bubble panels, etc.

5" O.D. Posts - The posts shall be 5"outside diameter tubing with a 1/8" minimum wall thickness. The material shall be extruded from 6005-T5 seamless aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specifications outlined herein.

Decks - SuperMax: Metal decks shall be a one-piece construction and shall be designed to maintain a full 48" on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed, and reinforced with welded in place 2-1/2" x 11 ga. steel strips. Decks shall include a pattern of equally spaced slots on each side to provide a flush mounting of play events that attach to the deck, as well as the design of more than one adjacent deck at the same height. Each deck shall have welded at the corner underside a threaded 3/8" stud for attachment to the post's Deck Clamps. This fastening technique eliminates the need for hardware protruding through the deck surface, thereby eliminating the possibility of an entanglement hazard and presenting a clean and smooth deck surface. Entire deck assembly, after fabrication, shall be dipped in a textured skid-resistant poly-vinyl-chloride (plastisol) coating to a minimum thickness of .080

Stainless Steel Hardware - All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandal-resistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Tender Tuff coating / powder coating over aluminum - Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 100% at 400 degrees Fahrenheit.



Sliding footers for slides - Slide foot buck is fabricated from 2 3/8" O.D. galvanized steel tubing and 12 gauge stainless steel plate. All metal parts shall be coated with a custom formula TGIC polyester powder coating.

Clamp and Fasteners - All clamps are cast of high-strength 356 aluminum. All clamps are 1-3/4" wide with a minimum wall thickness of 3/8", and are powder-coated to match the post color. Each casting is precision-drilled to receive a 1/4" x 1-3/4" zinc-plated steel hinge pin. The hinging design facilitates installa-tion and ensures a snug fit between clamp and post. Each clamp is secured in place using a 1/4" x 3/4" aluminum drive rivet to prevent slippage or rotation on the post. Fasteners for clamps are stainless steel 3/8" x 1-1/2" special tamper-resistant pinned bolt with locking patch, and a heavy hex nut, which fits in a recess, cast into the clamp. The pinned head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance. All clamps receiving rungs are drilled and tapped to receive a 3/8" x 3/8" stainless steel cone-point set screw with locking patch, which prevents the rungs from turning or being pulled out. The 1-5/16" O.D. rungs terminate inside the clamp, thereby eliminating the need for end caps. The aluminum alloy used in the casting of clamps shall meet the following mechanical properties:

Warranty - Limited 100 year warranty on all aluminum posts, stainless steel hardware, clamps, beams and caps. Limited 15 year warranty on all plastic and steel components, Tender Tuff coating, and Tuff Turf. Limited 5 and 10 year warranty on various Cool Toppers frame and Shadesure fabric, SpaceCable climber. Limited 3 year warranty on all other parts, such as swing seats and hangers, rocking equipment, PVC belting material.

Play & Park Structures provides more than just playground equipment. As one of the largest and oldest playground manufacturers in the United States, our objective is to provide you with playground equipment that accelerates children's learning and promotes healthy development and lifestyles through researched-based programs. All play equipment comes with Play & Park Structures small hole perforated 11 gauge steel decks that preclude finger entrapment; hundreds of color combinations include Play & Park Structures new eco-friendly plastic colors all backed by Play & Park Structures industry leading warranty and SurfaceMax Aromatic 5 year surfacing warranty.

All pricing from Recreation Brands of Southern California will be honored through the end of 2011.

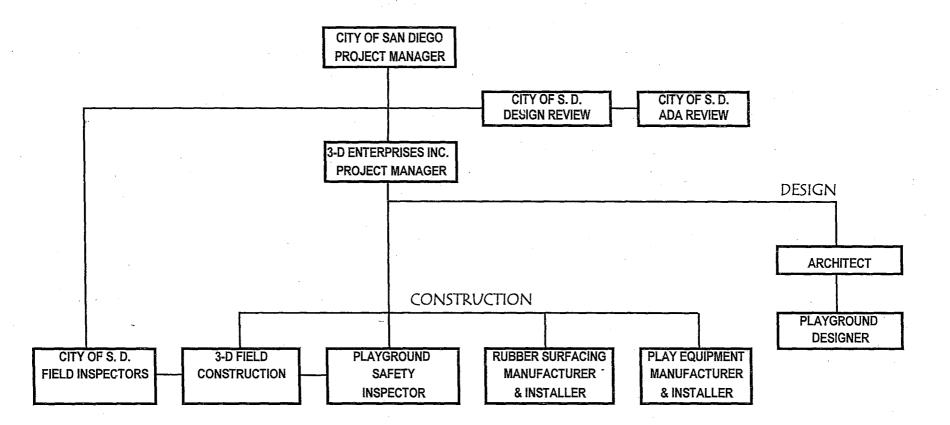


5. Project Team

The Project Team will consist of the following:

a.	General Contractor:	3-D Enterprises, Inc.
b.	State of California Licensed Architect:	Dong Dao
c.	Playground Equipment Manufacturer:	Play & Park Structures
d.	Rubber Surfacing Manufacturer:	Tot Turf
e.	Rubber Surfacing Installer:	Tot Turf
f.	Independent Playground Safety Inspector:	JC Boushh, Design for Play

PROJECT MANAGEMENT ORGANIZATIONAL CHART



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a. General Contractor

3-D Enterprises has been operating as a General Building and Engineering Contractor in San Diego County for the last 17 years. 3-D specializes in Public Works project and has completed numerous projects with the City of San Diego. We have recently completed 2 Design Build contracts with the City of San Diego.

- Design Build of ADA & Title 24 Facility Improvements Project I which consisted of ADA upgrades to 2 facilities:
 - o Swanson Stanley Pool
 - o Memorial Pool
- Design Build of ADA & Title 24 Facility Improvements Project II which consisted of ADA improvements to 6 facilities:
 - Fire Station #13
 - Ocean Beach Recreation Center
 - o Mid City Community Gym Facility
 - o Rancho Bernardo Recreation Center
 - o Mira Mesa teen center
 - o Scripps Ranch Library
- We have also completed a number of Park projects:
 - Children's Museum Park (CCDC)
 - Carmel Valley Skate Board Park (City of San Diego)
 - Salt Creek Community Park (City of Chula Vista)



b. State of California Licensed Architect

Dong Dao, Architect License No. C21336

Mr. Dao has more than 25 years of experience in the San Diego area. He is very familiar with the local codes and ADA requirement. He has recently completed the following projects:

- Mira Mesa Teen Center, ADA Improvements
- Ocean Beach Community Center, ADA Improvements
- Fire Station 13, ADA Improvements
- Memorial & Swanson Pool, ADA Improvements
- La Maestra Community Health Center



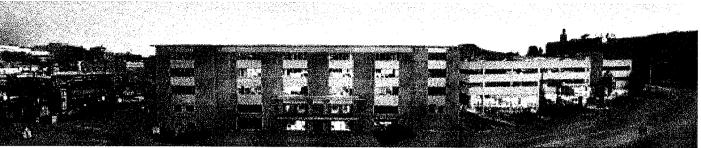
c. Playground Equipment Manufacturer

Play & Park Structures See attached



About Play & Park Structures

Chattanooga, TN Headquarters



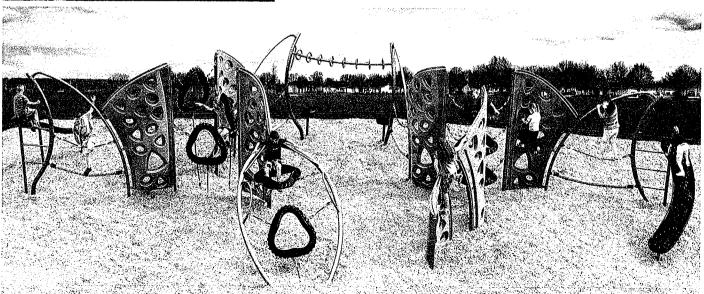
Play & Park Structures knows that playgrounds are an integral part of childhood development. Since 1976, our ongoing mission has been to provide high quality playground products that inspire children's imaginations and creativity through innovation and superior product design. We continue to advance the concept of play through unique designs, while maintaining a strong commitment to safety and quality across all product segments. Play & Park Structures offers a variety of playground equipment that is versatile in function, offering fun and excitement for children of all age groups. The colorful and innovative products are designed to engage a child's creativity and keep their attention while interacting with their peers in creative yet challenging environments.

Play & Park has proven their commitment to children's physical and mental development by creating the first Outdoor Creative Play & Learning System. The system brings standards-based activities to the playground and outdoor environments. Providing additional tools for free and directed play on the playground is part of the mission of Play & Park Structures, the fastest growing playground equipment company in the industry.

Ft. Payne, AL Fulfillment Center



With Play & Park Structures being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With more than 400,000 square foot facility that is well equipped to handle orders of large or small quantity. The typical lead time on a order entered into the system is 24 to 45 days.





d. Rubber Surfacing Manufacturer

e. Rubber Surfacing Installer

Tot Turf

Our Commitment to Playground Safety

We are committed to providing the safest playground environment possible. Doing so improves the quality of life for those playing on it, as well as for those building it. Seeing happy children, of all abilities, playing on the environmentally friendly product that we provide is our the greatest reward!

In fact, ensuring that playground regulation safety regulations are kept current and to be the voice of children and families who play is what prompted Robertson Industries GM and Corporate VP, Richard Hawley, to join the IPEMA (International Play Equipment Manufacturers Association) Board of Directors.

WARNING Playground equipment and the surfacing under and around it may be hot and could burn bare skin.

Our Commitment to the Environment

Robertson Industries is committed to doing its part to improve the environment,

Robertson's Beginning

Robertson Industries started in Arizona in 1991 and was used primarily for pool deck installations in the commercial and residential markets. It was the Americans with Disabilities Act (ADA) and the Consumer Product Safety Commission (CPSC) regulations that propelled us into the playground market to help provide the ultimate in accessibility, while meeting all safety guidelines.

Our Growth

Since 1991 we have added service centers to Arizona, California, Nevada, Texas, and Florida. Each center is staffed with specially trained sales and installation personnel.



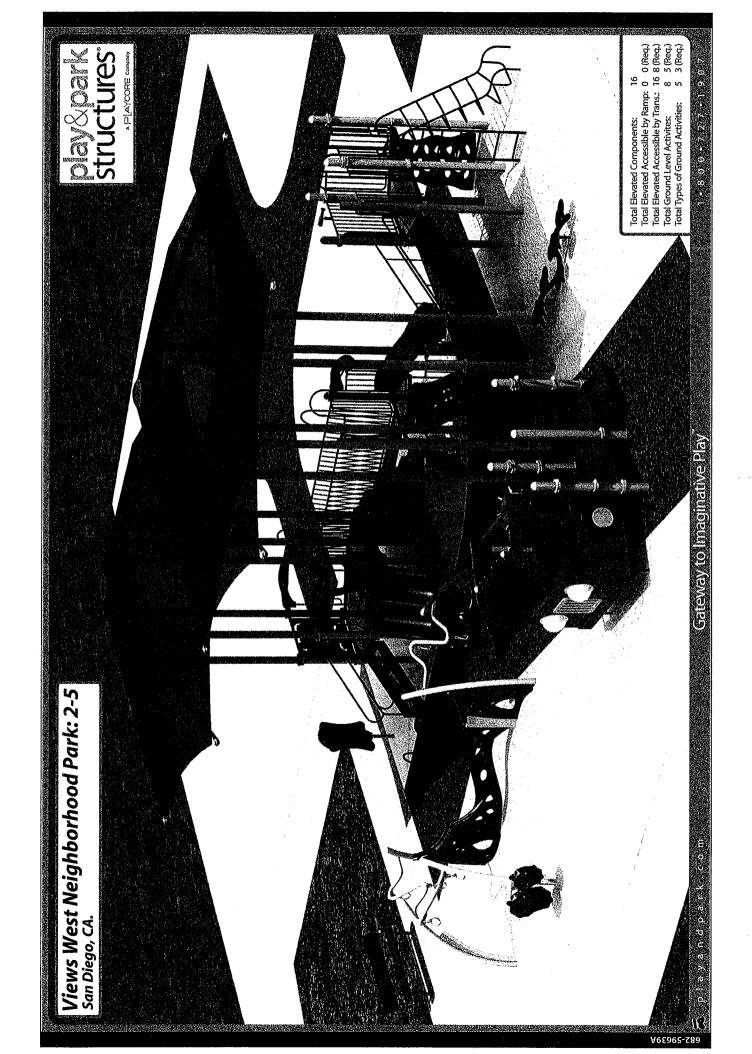
f. Independent Playground Safety Inspector

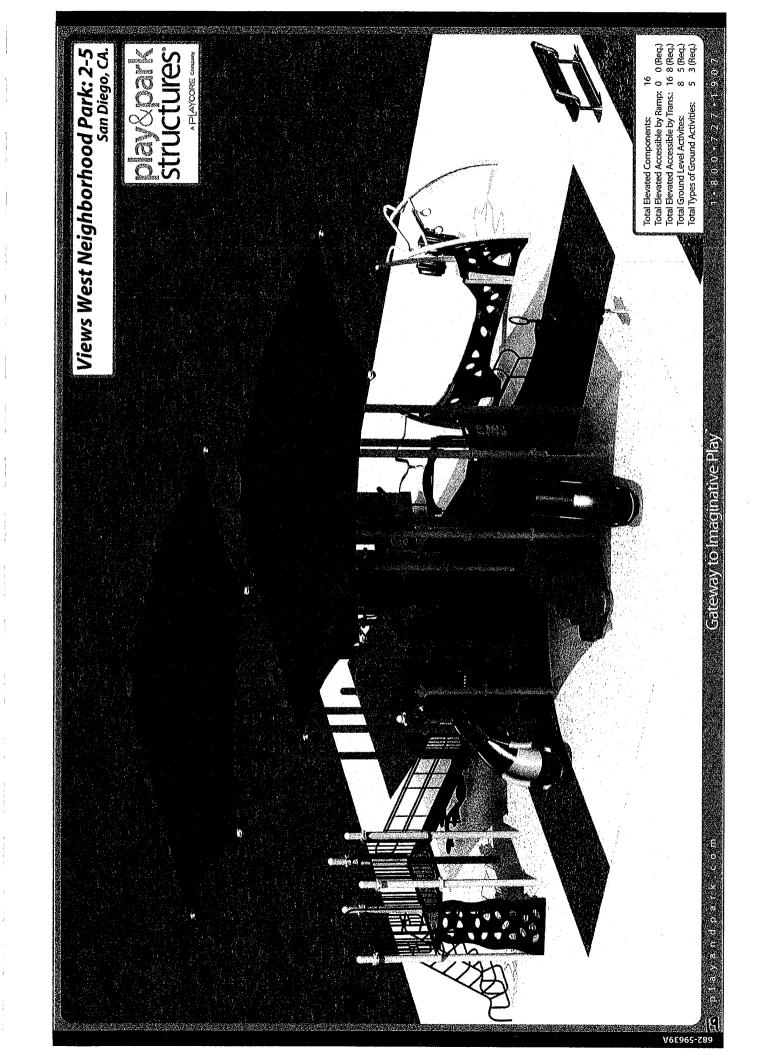
Mr. JC Boushh Please see resume in Section 6.g

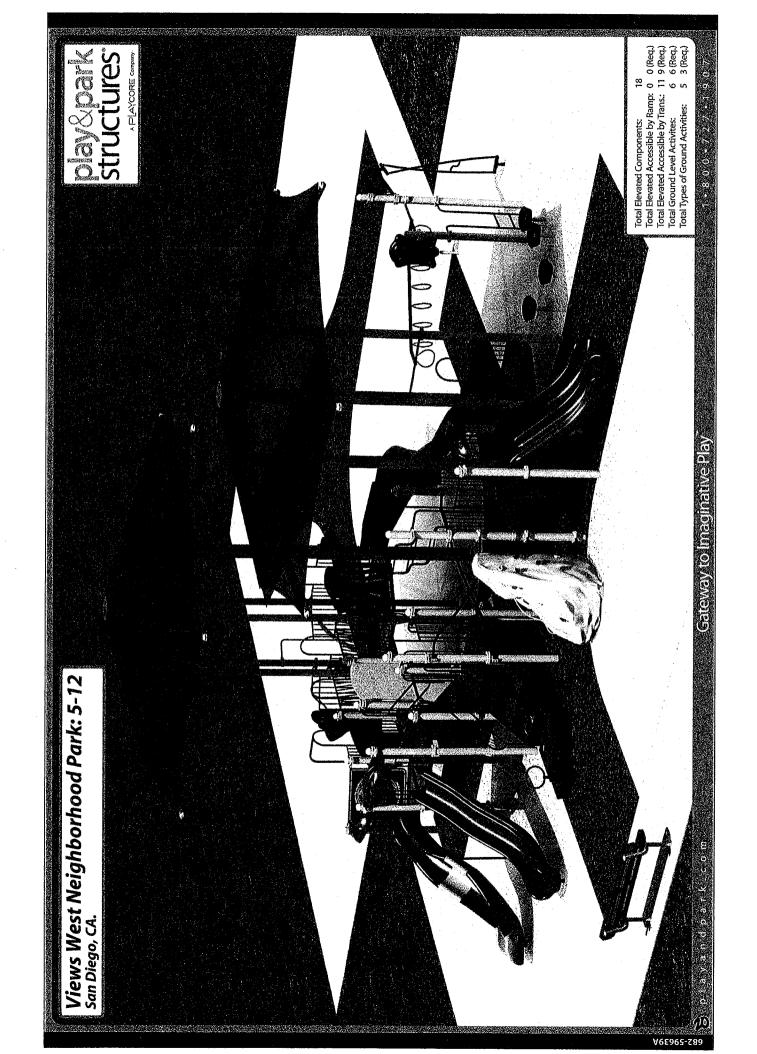


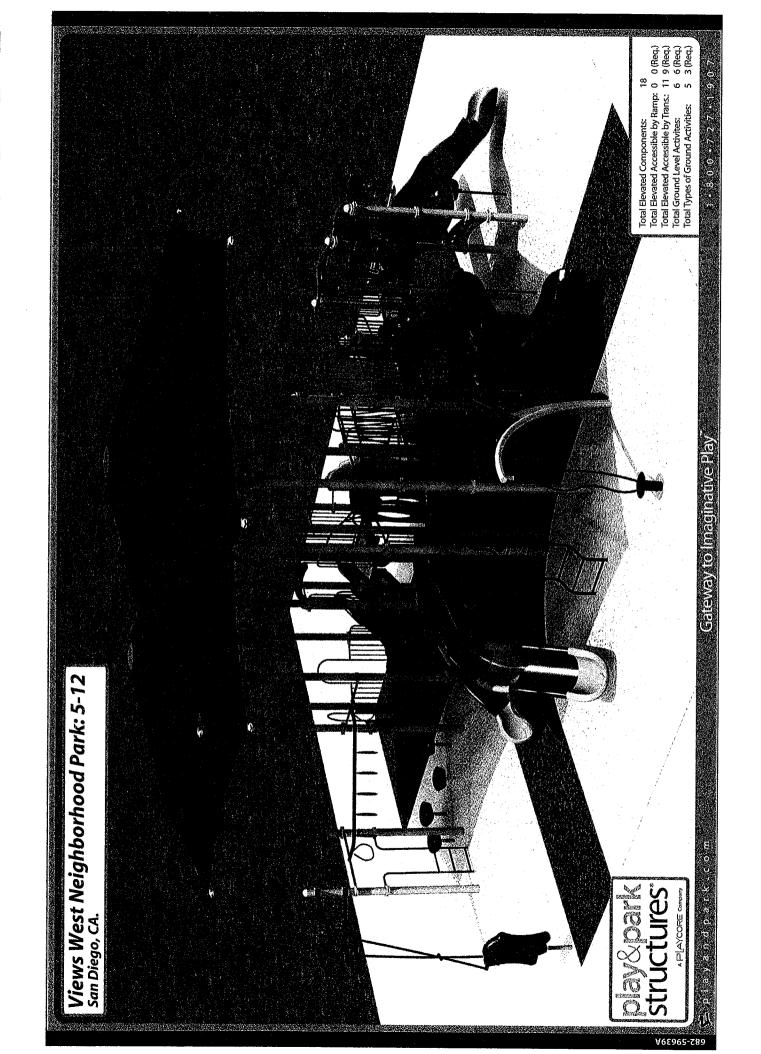
- 6. Technical Approach and Design Concept
 - a. Creativity













b. Play Value



Description of the Innovative Park Design by Play & Park Structures

It is our pleasure to present you with the attached innovative and creative design proposal for **Views West Neighborhood Park Project**.

In an effort to provide the most appropriate playground solution for your needs, we have developed a specific methodology for approaching our designs which we would like to elaborate on. Below are a few of the developmental and physical activity factors that Play & Park Structures took into consideration during the design process. As you know, regular physical activity at moderate-to-vigorous levels of exercise provides many health benefits such as:

- Reduces the risk for cardiovascular disease, diabetes, and colon cancer
- Helps prevent obesity and premature death
- Develops healthy bones, lean muscles, and non arthritic joints
- Lowers blood pressure and cholesterol
- Improves cognitive performance

iy & Pork Structures* "A FilayCore" C

Increase self-esteem and reduces feelings of anxiety and depression



Play Value

In addition to physical activity, developing appropriate play environments that address the needs of the whole child are equally important. We have identified five specific areas of play value essential to a successful playground design and have referenced just a few of the supporting products.



The **Apex Climber**, **Stretching Rings**, and **Patter Path** provide a variety of appropriate physical activities that offer healthy risk and challenges.

Physical



As children play together on the **Fire Truck Cab**, the **Trestle Bridge** and the **Double Velocity Slide**, they learn to cooperate and take turns, creating the foundation for meaningful play experiences.

Social/Emotional



Problem solving and cause and effect skills can be learned outdoors utilizing **Racing Panels**, while the **Word Scramble** and **Sign language panels** allow for literacy practice and creative thinking.

Cognitive



Sensory rich environments make play more meaningful. The **Deep Kettle Drum** inspires auditory rich sounds while the **Tilt-N-Twirl**, and **Max Spin** provide vestibular input that stimulate the senses.

Sensory



Children can contribute to the sounds of the playground through cooperative engagement of the **Whistle** and **Rattle and Ring** musical instruments.

Communication

Play & Park Structures" "A PlayCore" Compar



PATENY AVAILURE /ASSESSIMENTE PATENY AVAILURE /ASSESSIMENTE PATENT AND A AND A

Each product found on your structure has at least one of the Playabilities listed below. Look for these icons on each product page to identify which playability the product entails.



Cognitive

Children learn through play and interacting with people and the world around them. Supporting intuitive play behaviors that stimulate development can help keep children engaged in meaningful play for longer periods of time. Opportunities for children to problem solve, think abstractly, and develop cause and effect skills help provide unique hands on opportunities to bring learning outside.



Communication

Playgrounds can support the development of receptive and expressive language, allowing children to demonstrate what they know and express themselves. Language development occurs through natural play behaviors and routines and is enhanced through developmentally appropriate play elements, loose parts, and outdoor programming.



Physical

All children need opportunities to be physically active through play. Play environments that provide a variety of developmentally appropriate activities, offer healthy risk, and challenge children of all abilities, creating places where everyone wants to play.



Sensory

Play is most meaningful in sensory-rich environments that encourage discovery and exploration. Sensory play through tactile, visual, auditory, smells and tastes, vestibular, and proprioceptive experiences help children understand the world around them.



Social/Emotional

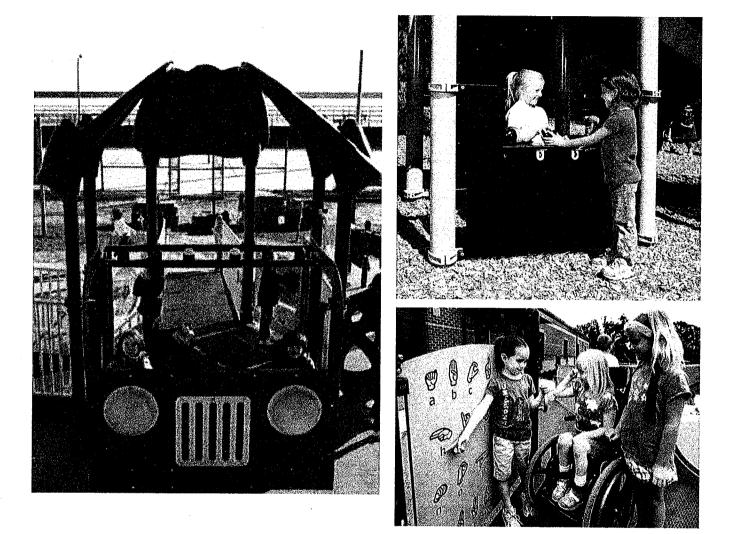
For play to be truly inclusive, children need to be socially included. As children play together, they learn to cooperate, take turns, and engage in meaningful dramatic and imaginative play experiences that create lifelong memories. Providing places for children to feel emotionally secure allows them to belong and choose how and when to engage in play.

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Play panel activities offer a variety of fun, creative, and interesting elements that children can explore and manipulate!

Palintel



The following panels can be found on your structure:

- Fire Truck Attachment
- Sign Language Panel
- Word Scramble ADA Panel
- Racing Game Panel
- Telescope Panel
- Store Panel
- Earth Panel

Play Value :





Sensory



Social/Emotional

Cognitive Communication Physical

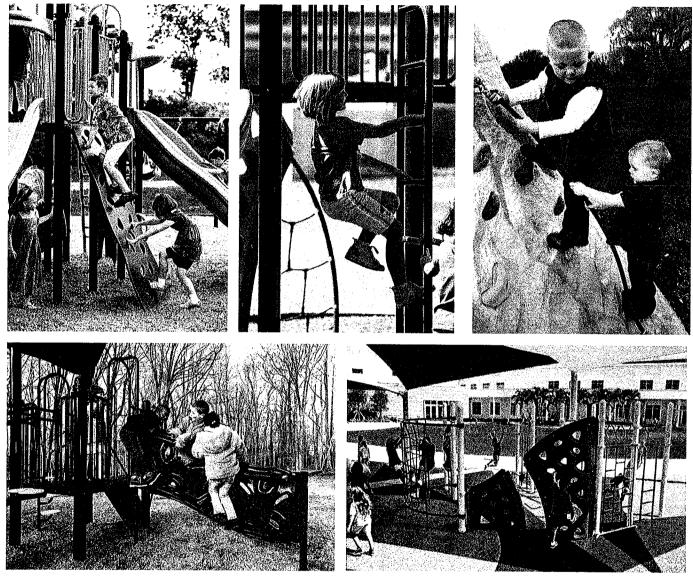
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Climbing encourages cognitive development through problem solving and memory; the physical benefits of climbing promote motor skills such as agility and coordination.

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The following climbers can be found on your structure:

- S Pipe Climber
- Side Climber
- Apex Climbing Link
- Inclined Wall Climber
- Tree Stump Climber
- Fireman's Pole Climber
- Twisted Climber

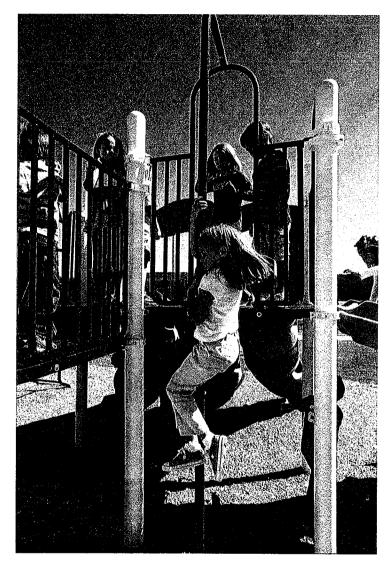


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Hueman's Pole

The Fireman's Pole is a fun and quick way to exit the playground, while developing core muscle groups.





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Features & Benefits

- Develops body management skills
- Promotes imaginative play and socialization

Physical

Improves comprehension of speed, force, and direction

Play Value :



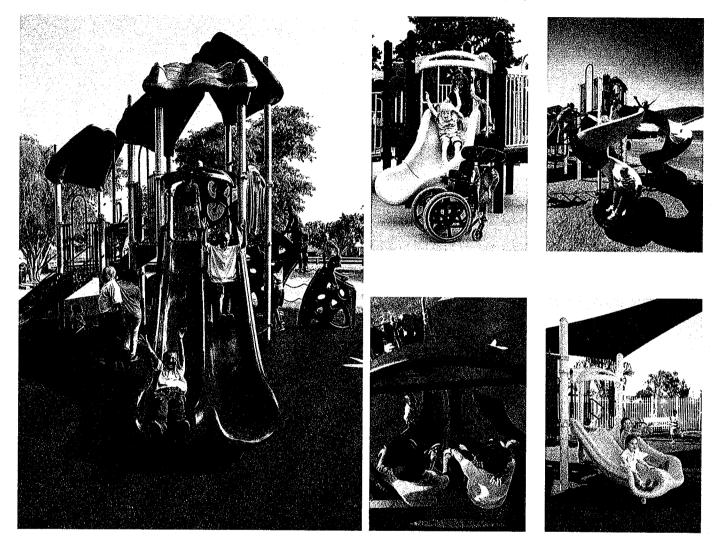
Sensory Social/Emotional

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Play & Park Structures slides offer a variety of sensory experiences through various movement patterns. Our slides are fast, fun and offer maximum play value to any space.

Shales



The following slides can be found on your structure:

Landslide

Kelling & Pack Strictures A Pla

- Single Velocity Slide
- Double Velocity Slide
- Hurricane Slide

Play Value :



Physical Sensory Social/Emotional

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Play & Park Music Makers bring whimsical instruments and sounds outdoors to the playground. The Music Makers are designed so that each instrument actually creates a unique sound that's never been heard on the playground before.

Rattle & Ring





Deep Kettle Drum

Whistle



Features & Benefits

- Provides opportunities for children who are nonverbal a way to participate, experiment with sound, engage with others, & explore with cause & effect.
- Each order of multiple Music Makers components comes with standards-based music activity cards to be used outdoors on the playground. Each activity teaches children about a different aspect of music including tone, rhythm and much more.
- Accessibility encourages multigenerational, inclusive and socially interactive play.
- Music gives children an auditory and sensory stimulating way to play creatively, draw attention to themselves, and demonstrate their success to others.

Play Value :







Cognitive Communication Physical

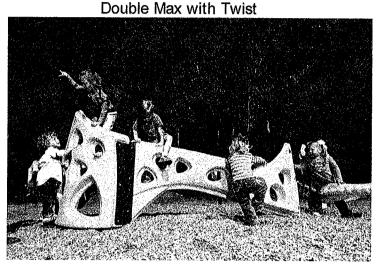
Sensory Social/Emotional

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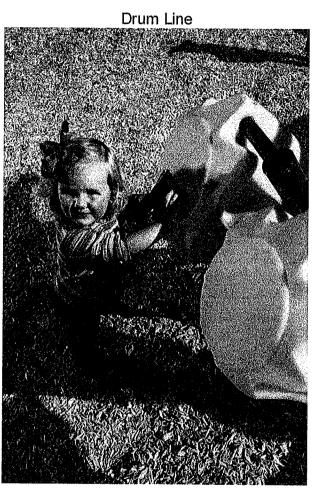


Early Horizons is designed for little hands and feet of children ages 2-5 years. Early Horizons unique design encourages imagination and promotes confidence while enabling children to make decisions in the way they play while building key developmental skills.



Stretching Rings





Features & Benefits

- Designed specifically for the 2-5 age group.
- · Promotes fitness and a healthy lifestyle at an early age.
- Stretching Rings help develop upper body skills through reaching, pulling, and climbing.
- Drum Line incorporates standards-based play. Music Makers components allow children of varying abilities to create sounds and express themselves on the playground.
- Double Max Twist Climber builds strength at an early age through gross motor climbing challenges.

Play Value :









Social/Emotional

Cognitive Communication Physical Sensory

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Variety in Play Experiences

To continuously engage the child, and wide variety of play experiences should be included in the play space that support seamless transitions. Spinning on the **Tilt-N-Twirl** could be followed by a social activity at the **Table and Seat for Two**, then leading to a group climb on **Rappelling Rock**, concluding with a race down the **Hurricane Slide**.

Creativity

Imaginative spaces provide both creative and social outlets for children to engage in dramatic, sensory rich, and artistic experiences. The **Fire Truck Cab** allows multiple users to pretend they are firefighters on a life-saving adventure, while the **Store Panel** offers important role playing opportunities. New types of challenges can be created with the **Word Scramble** and **Racing Game** panels, while a world-class outdoor marching band is being organized around **Music Makers**.

ADA Accessibility

Play & Park Structures* "A PlayCore* Compar

As part of the blueprinting process we always endeavor to maximize the ADA and universal usage within the design, creating a park that is truly useable by children of all abilities. Some of the ways we do this is through strategic surfacing placement, adequate transfer points, and by providing an abundant amount of ground level activities that engage all children.

c. Safety and Access



VIEWS WEST NEIGHBORHOOD PARK DRAWING# 643-59639

Park Play Specifications

6/24/2011

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

Freestanding HDPE Climbers

Patter Path

Pod Pipe Link Frame is fabricated from 3-1/2" O.D., 2-3/8" O.D. galvanized steel tubing with galvanized sheet for flanges and receives a baked on polyester powder-coat finish after fabrication. All welding is steel. Aluminum Caps are factory riveted with a matching frame color. Panel is cut from a solid sheet of high-density .850" thick extruded polyethylene with color molded in and UV-stabilized.

Freestanding - Other

Safety Sign - Roto-Molded

SIGN: Shall be rotational molded from polyethylene. The polyethylene shall be linear low density material that is U.V. stabilized with the color molded in. The sign shall have a nominal wall thickness of 3/16". All plastic products shall meet or exceed the following specifications: ASTM D-1248, Type 2, Class A and Federal Specification LP-390C, Type 1, Class M, Grade 2, Category 3; Density (ASTM D-1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790). There shall be a 2 3/8" O.D. aluminum pipe molded into the sign.

UPRIGHT: Shall be fabricated of 2-3/8" O.D. galvanized pipe and shall have a powder coat finish.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel. All primary fasteners shall be 300 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

Freestanding Other

1.800.727.1907



Button Step

BUTTON STEP: The Button Step shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

MOUNTING POST: Shall be an all welded assembly fabricated of 2.375" O.D. galvanized steel tubing with a wall thickness of .095" and 12 gauge (.109") hot rolled flat steel that is formed. This assembly shall have a powder coat finish.

PLUG: Shall be fabricated of black butyl rubber with a durometer of 60.

HARDWARE: All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

Park Play Specifications

General System Specifications:

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

Caravan

Fire Truck Cab - SuperMax Attachment BUBBLE is molded from 1/4" thick yellow polycarbonate, measuring 13-3/4" in diameter with an additional 1-1/4" continuous mounting flange.

PLAYWHEEL shall be molded of a durable proprietary plastic. The steering wheel will withstand an impact of over 250 foot pounds. The steering wheel is approximately 14" in diameter.

DECK FRAME is fabricated from 2" sq. x .083 (14 gauge) wall steel tubing, and 1-1/2" sq. x .065 (16 gauge) wall steel tubing. The Deck Frame Assembly shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

1.800.727.1907



SUPPORT POSTS AND HORIZONTAL BEAMS are fabricated from 2" x 2" and 2" x 3" x .083 (14 gauge) tubing and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

LIGHT BEAM is fabricated from 2" x 2" x .083 (14 gauge) steel tubing, 3-1/2" O.D. galvanized steel tubing and is an all-welded assembly. Cast aluminum caps factory riveted to resemble lights. After fabrication, assembly shall be coated with a custom formula of TGIC polyester powder coating.

SUPPORT LEG is fabricated from 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing.

CENTER SUPPORT shall be assembled from one Half Flat Cap and one Center Support. Half Flat Cap shall be fabricated from 1/4" thick, and 3/16" steel plate. It shall be an all-welded assembly with an oven cured matte finish polyvinyl chloride (PVC) coating with a minimum coating thickness of .080". Center Support shall be 2-3/8" O.D. x .095 (13 gauge) galvanized steel tubing and shall be coated with a custom formula of TGIC polyester powder coating.

SuperMax Specifications

General System Specifications:

SuperMax features 5" O.D. uprights with a high-strength aluminum alloy clamp fastening system finished with a polyester powdercoat. All uprights shall receive factory installed aluminum post caps and will ship with labels for manufacturer identification.

All decks and components shall connect using the aluminum alloy clamping system. All climbing attachments shall include a 15" wide deck entry archway to control deck access to one child at a time and help prevent inadvertent falls.

Manufacturer shall offer the following warranties on the materials and components of its system:

- Lifetime limited warranty on support posts (uprights)
- 15-Year limited warranty on punched steel decks, pipes, rails, loops and rungs
- 15-Year limited warranty on rotationally molded polyethylene components
- Lifetime limited warranty on all hardware

Manufacturer shall be ISO 9001/2000 certified

Manufacturer shall show IPEMA certification of compliance for each component that the product conforms with the requirements of ASTM F1487-01.

General Specifications of Materials

Clamps

All clamps are cast of high-strength 356 aluminum. All clamps are 1-3/4" wide with a minimum wall thickness of 3/8", and are powder-coated to match the post color. Each casting is precision-drilled to receive a $1/4" \times 1-3/4"$ zinc-plated steel hinge pin. The hinging design facilitates installation and ensures a snug fit between clamp and post. Each clamp is secured in place using a $1/4" \times 3/4"$ aluminum drive rivet to prevent slippage or rotation on the post. Fasteners for clamps are stainless steel $3/8" \times 1-1/2"$ special tamper-resistant pinned bolt with locking patch, and a heavy hex nut, which fits in a recess, cast into the clamp. The pinned head requires a special tool for fastening (provided with each structure), thus ensuring vandal-resistance.

1.800.727.1907



All clamps receiving rungs are drilled and tapped to receive a $3/8" \times 3/8"$ stainless steel cone-point set screw with locking patch, which prevents the rungs from turning or being pulled out. The 1-5/16" O.D. rungs terminate inside the clamp, thereby eliminating the need for end caps. The aluminum alloy used in the casting of clamps shall meet the following mechanical properties:

Ultimate Tensile Strength - 45,000 psi Yield Strength - 26,000 psi Shear Strength - 40,000 psi Elongation - 8 %

Rotationally Molded Plastics

All Rotationally Molded Products are manufactured from linear low-density polyethylene UV-stabilized color and an anti-static compound additive. The tensile strength of this material is to be 2500 PSI as defined by ASTM D638. The typical wall thickness will be .250" (¼"). All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD). All solid plastic panels are manufactured from high-density polyethylene. All solid plastic panels shall meet or exceed the following specifications: Density (ASTM D- 1505); Brittleness Temperature (ASTM D-638); Flexural Modulus (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-1505); Brittleness Temperature (ASTM D-638); Flexural Modulus (ASTM D-790).

Polyester Powder-Coating Process

Powder-coat shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a six stage bath system with an iron phosphate wash, as a rust inhibitor, and a sealer to prevent flash rusting before coating. The coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: 3.0 - 5.0 mil thickness and oven cured between 375 to 425 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794-69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D 2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Oven-bake Stability 100% at 400 degrees Fahrenheit.

Hardware

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All nuts, bolts, and washers, with exceptions noted, shall be 3/8" diameter 18-8 stainless steel in varying lengths, with a vandalresistant hex-pinned head configuration and factory-applied locking patch. When allowed a 72-hour cure time, the locking patch will prevent the bolt from loosening without at least 4 times the installation torque. Play & Park Structures will supply the special tool required to turn vandal-resistant hardware with each shipment. 1/2" diameter Ramp and Arch Bridge connecting hardware shall be Grade 5 zinc-plated, and 3/8" Clatter Bridge security bolts shall be Grade 8 hardened and zinc-plated.

Plastisol Coating

All metal deck platforms, steps, bridge planks, ramps, kickplates, and chains are plastisol-coated. Each part is chemically washed and completely submerged in a special heat-activated primer and allowed to dry. Parts are then pre-heated and immersed in liquid polyvinyl-chloride (plastisol). The PVC coating shall have a typical thickness of .080" to .120", and a hardness of Shore A 83 +/-5 normal durometer range. This material is classed as "Self Extinguishing", meets or exceeds automotive specifications NVSS302, and contains ultraviolet inhibitors to help prolong the life of the coating. Standard color is brown, with optional colors available. The following characteristics apply:

Tensile Strength - 2,800 psi Elongation - 290 % Tear Strength - 420 lbs/in

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Cage:

Shall be fabricated from 1.315" O.D.14-gauge galvanized steel tubing with 1/4" thick laser cut flat steel foot plate.

Bronze Ball Cup:

Shall be 2" O.D. oil impregnated bronze.

Bearing Hub:

Shall be machined out of steel and coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Vertical Ladders

Vertical Ladder shall be manufactured from 1.315" o.d. Galvanized Siderails with 1.029" o.d. Galvanized Rungs in an all welded assembly. Assembly shall be powder coated following the powdercoating specifications outlined herein.

Entry Archway: Entry archway shall be manufactured from a 1.315" o.d. Galvanized formed Archway and 1.315" o.d. Galvanized top and bottom Rails with 1.029" o.d. Galvanized rungs. Entry archway shall attach by means of a 3/16" formed L-Bracket. Archway shall be an all welded assembly and shall be powder coated following the powder coating specifications outlined herein.

Hardware: See existing Specs

Polyester Powder Coating Process: See existing Specs

Rotomolded Components

Hurricane Slide

The Extension Platform is fabricated from pre-punched steel sheet 11-gauge thickness with steel flat support bars welded underneath to increase strength. After welding, the entire platform is Plastisol-coated with a thickness of 80 mils min. on top wear surface. Exit Support Bracket is made from 1.315" O.D. 14-gauge galvanized steel tubing welded to 11-gauge steel plate and coated with a baked on polyester powder-coated finish. The one-piece Hurricane Spiral Slide shall be a double wall, one-piece construction of color impregnated rotationally molded linear low-density polyethylene with a 1/4" nominal wall thickness. The slide mast shall be aluminum and permanently molded into the slide during the molding process. The slide shall include a ground socket to receive the mast. Wall Panels are cut from a single sheet of high-density .850" thick extruded solid polyethylene with color molded in and UV-stabilized.

Apex Climber - Lateral

ENTRY ARCHWAY W/ SOCKET shall be fabricated of 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical rungs fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing. Socket is 1 5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing. L-Fitting is fabricated from 3/16" thick stainless steel for attachment to clamp. The Entry Archway shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

ATTACHMENT POLE shall be fabricated from 1 5/8" O.D. x .083" (14 gauge) wall galvanized steel tubing with end swaged to fit Socket of Entry Archway. Tabs are 3/16" thick stainless steel. Attachment pole shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

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ATTACHMENT POST shall be fabricated from 2" O.D. x .095" (13 gauge) wall galvanized steel tubing with 2" H.R. galvanized steel pipe cap. Tabs are 3/16" thick stainless steel. Attachment post shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

CLIMBER shall be rotationally molded from an extremely durable double-walled low-density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2, Category 3, and has a minimum 1/4" wall thickness.

Apex Climber - Standard

ENTRY ARCHWAY shall be fabricated of 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical rungs fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing. L-Fitting is fabricated from 3/16" thick steel for attachment to clamp. The Entry Archway shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

MOUNTING BRACKET shall be formed from 1/4" x 2" hot-rolled steel plate. The Mounting Bracket shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

CLIMBER shall be rotationally molded from an extremely durable double-walled low-density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2, Category 3, and has a minimum 1/4" wall thickness.

FOOTBUCKS are fabricated from 1 5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with smashed end for attachment to climber. Footbuck shall be coated after fabrication with a custom formula of TGIC polyester powder coating

Double Slides - Roto-Molded

Slide foot buck is fabricated from 2 3/8" O.D. galvanized steel tubing and 12 gauge stainless steel plate. Cross Bar is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing. Barrier assembly is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing and 1 1/4" O.D. galvanized end cap. Collar Plate is fabricated from 1/8" sheet steel and 2 1/8" O.D. steel collar. All metal parts shall be coated with a custom formula TGIC polyester powder coating. Slide sections and Visor Hood shall be rotationally molded from an extremely durable double-walled low density polyethylene with (UV) light stabilizers and color molded in. This material complies with ASTM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2< Category 3, and has a minimum 1/4" wall thickness (3/16" for Visor Hood). Steel inserts are molded in to receive fastening bolts. Slide side rails are a minimum 12" high from the inside slide surface, and slide bed-way is designed to have a 20" minimum width.

Single Slides - Roto-Molded

Slide foot buck is fabricated from 2 3/8" O.D. 13 gauge galvanized steel tubing with a welded 12 gauge steel plate. Cross Bar is fabricated from 1 5/16" O.D. 14-gauge galvanized tubing. Barrier assembly is fabricated from 1 5/16" O.D. 14-gauge and 1" O.D. 15 gauge galvanized tubing, and 1/8" steel mounting tab. Collar Plate is fabricated from 1/8" sheet steel and 2 1/8" O.D. steel collar. All metal parts shall be coated with a custom formula TGIC polyester powder coating. Slide sections and Visor Hood shall be rotationally molded from an extremely durable double-walled low density polyethylene with (UV) light stabilizers and color molded in. This material complies with STM-D-1248, Type 2, Class A, and Federal specification LP-390C, Type 1, Class M, Grade2< Category 3, and has a minimum 1/4" wall thickness (3/16" for Visor Hood). Steel inserts are molded in to receive fastening bolts. Slide side rails are a minimum 12" high from the inside slide surface, and slide bed-way is designed to have a 20" minimum width.

Enhanced Barrier

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Enhanced Barrier: Shall be 3-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. Smashed pipe is made from 1.029" (15 gauge) O.D. galvanized pipe. Barrier slides over smashed pipe that is attached to deck. Barrier attaches to uprights using panel clamps.

Panel Cap is made from Butyl / 90 Durometer Black Rubber and attaches to Barrier via molded in inserts. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Deep Kettle Drum

Deep Kettle Drum shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Britteness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Horizontal Pipe is made of 1 5/16" O.D. x .083" (14 gauge) wall Galvanized steel Tubing.

Filler Pipe shall be fabricated from 1 5/16" O.D. x .083" (14 gauge) wall Galvanized steel Tubing and 14 gauge 1 ¼" O.D galvanized cap.

Horizontal Pipe and Filler Pipe assembly shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Button Climb

Button Climb: Shall be rotational molded from polyethylene. The polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotational molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D-155); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790); Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Mounting Post: Shall be an all welded assembly fabricated of 2.375" O.D. galvanized steel tubing (.095" wall thickness) and a formed 12 gauge (.109") hot rolled flat steel plate. This assembly shall have a powder coat finish. PLUG: Shall be fabricated of black butyl rubber with a durometer of 60.

Rattle & Ring

The Rattle & Ring shall be 2-1/2" thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Rappelling Rock

RAPPELLING ROCK

Shall be thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density

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material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

SIDE SUPPORT

Shall be fabricated from 1.315" O.D. 14-gauge galvanized steel tubing and ¼" flat hot rolled steel used for the tab. Side Support shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

BOTTOM SUPPORT

Shall be fabricated from 2"x 2"x ¼" angle and ¼" flat hot rolled steel used for the tab. Bottom Support shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

OFFSET ENTRY ARCHWAY

Shall be fabricated from 1.029" O.D. 15-gauge galvanized steel tubing and 3/16" flat stainless steel used for the tabs. Entry Archway shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

CABLES

Shall be 5/8" steel reinforced Polyester fiber rope with clear urethane coating...

HARDWARE

All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

Tree Stump Climber

Tree Stump Climber:

Shall be thick color impregnated linear low density polyethylene and shall conform to the rotationally molded specifications outlined herein, with double wall construction molded to a minimum 3/16" wall thickness. All polyethylene shall be linear low-density material with UV-stabilized color and an anti-static compound additive. All rotationally molded products shall meet or exceed the following specifications: ASTM D-1248, type 2, class A and Federal specification LP-390C, type 1, class M, grade 2, category 3; Density (ASTM D- 1505); Brittleness Temperature (ASTM D-746); Tensile Values (ASTM D-638); Flexural Modulus (ASTM D-790);Heat Distortion (ASTM-648); Low Temperature Impact (ARM-STD).

Filler Pipe:

Shall be fabricated from 1.315" O.D.14-gauge galvanized steel tubing with 14 Ga. hot rolled end cap.

Bottom Support:

Shall be fabricated from 1.315" O.D.14-gauge galvanized steel tubing with a ¹/₄" x 6" hot rolled support plate.

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Deck Components

Deck Platforms

Metal decks shall be a one-piece construction and shall be designed to maintain a full 48" on center post spacing. Metal decks shall be fabricated from 11 gauge hot rolled steel which shall be punched, formed, and reinforced with welded in place 2-1/2" x 11 ga. steel strips. Decks shall include a pattern of equally spaced slots on each side to provide a flush mounting of play events that attach to the deck, as well as the design of more than one adjacent deck at the same height. Each deck shall have welded at the corner underside a threaded 3/8" stud for attachment to the post's Deck Clamps. This fastening technique eliminates the need for hardware protruding through the deck surface, thereby eliminating the possibility of an entanglement hazard and presenting a clean and smooth deck surface. Entire deck assembly, after fabrication, shall be dipped in a textured skid-resistant poly-vinyl-chloride (plastisol) coating to a minimum thickness of .080".

Kickplates

Kickplate is cut from galvanneal sheet metal with (8) 7/16" x 1" slotted holes punched to coincide with deck flange holes. Corners are rounded, edges are ground smooth, and receives a baked-on polyester powder-coated finish after fabrication.

Single Step Transfer

Step is fabricated from pre-punched steel sheet 11-gauge. After fabrication, entire Step is Plastisol-coated with a thickness of 50 to 80 mils on top of wear surface. Average perforation size is 5/16" diameter after coating. U-Handle is formed from 1-5/16" O.D. 14-gauge galvanized steel tubing and polyester powder-coated. 24" Support Legs are 1-5/8" O.D. 14-gauge galvanized steel tubing with one end flattened and pre-punched for attachment.

Trestle Bridge

Entry Archway shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing with vertical rungs fabricated from 1-1/16" O.D. x 15 gauge (.075" thick) galvanized steel tubing. L-Fitting is fabricated from 3/16" thick stainless steel for attachment to clamp. The Entry Archway shall be an all-welded assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating.

The Trestle Bridge is fabricated from pre-punched steel sheet 12-gauge thick with steel flat support bars welded underneath to increase strength. After welding, the entire platform is Plastisol coated, with a thickness of 80 mils minimum. Average perforation size is 3/16" diameter after coating. Ramp guardrails are fabricated from 1-5/16" O.D. 14-gauge galvanized steel tubing with 'L' fittings stainless steel welded for attachment. Each entire Guardrail receives a baked-on polyester powder-coated finish.

Triangle Transfer with Handhold

Triangle Transfer with Handhold

The Triangle Transfer shall be made from 12 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The Triangle Transfer shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Handhold shall be fabricated from 1.7/8" O.D. x .12" (11gauge) wall and 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Support legs shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Handhold and Support Legs shall be all-welded assemblies and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

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Return Step Return Step

Return Step

The Return Step shall be made from 12 gauge punched steel with a protective p&o finish in conformance with the specifications outlined herein. The Return Steps shall be a one-piece welded assembly finished with the matte PVC coating per the specifications herein. Support legs shall be fabricated from 1-5/16" O.D. x .083" (14 gauge) wall galvanized steel tubing. Support Legs shall be all-welded assemblies and shall be coated after fabrication with a custom formula of TGIC polyester powder in conformance with the specifications outlined herein.

Shade

Hex Roof Shade HEX ROOF FABRIC SHADE

Top Plate: The Top Plate shall be fabricated from a formed 19 1/4" dia x 1/4" H.R. steel plate. The Top Plate shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Bottom Plate: The Bottom Plate shall be fabricated from a formed 16 1/8" dia x 1/4" H.R. steel plate. The Bottom Plate shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Cantilevered ARM: The Cantilevered Arm Weld Assembly shall be an all welded assembly fabricated with 6" dia x 3/16" H.R. steel plate, 5" x 3/8" x 2 3/4" H.R. steel plate, 5" O.D. x .12" (11 gauge) galvanized steel tubing, and 6 15/16" x 3/8" x 7 5/16" H.R. steel plate. The Cantilevered Arm Weld Assembly shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Long Canopy Brace: The Long Canopy Brace Weld Assembly shall be an all welded assembly fabricated with 3 1/8" dia x 1/4" H.R. steel plate, 2 7/8" O.D. x .134" (SCH 40) wall galvanized steel tubing, and 2 1/2" x 1/4" x 2 3/4" H.R. steel plate. The Long Canopy Brace Weld Assembly shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Upright Extension: The Upright Extension Weld Assembly shall be an all welded assembly fabricated with 5" dia x 3/16" H.R. Steel, $4 \, 11/16$ " x 3/8" x $3 \, 1/6$ " H.R. Steel plate, 5" O.D. x .12" (11 gauge) galvanized steel tubing, and $2 \, 15/16$ " x 3/8" x $5 \, 7/8$ " H.R. steel plate. The Upright Extension Weld Assembly shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

Inground Extension: The Inground Extension shall be fabricated with 5" O.D. x .12" (11 gauge) galvanized steel tubing.

Cable: The Cables shall be fabricated from 1/4" nominal diameter, 7 strand, 19 wires per strand (minimum), with nominal tensile strength of 9,000 lbs wire rope

Fabric Shade: The Fabric Shade shall be fabricated from high density polyethylene with ultra violet additives with a monofilament and tape construction.

Shade End Casting: The Shade End Casting shall be fabricated from 383 die cast aluminum alloy. The Shade End Casting shall be coated with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein, after fabrication.

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d. Durability



All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts.

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.



PLAY & PARK STRUCTURES WARRANTIES

LIMITED WARRANTY ON SUPERMAX, DURAMAX & TOTMAX

Play & Park Structures provides a lifetime limited warranty on SuperMax, DuraMax & totMax: a fifteen -year warranty on metal decks, pipes, rails, loops, and rungs; a lifetime limited warranty on upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and covers the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

Play & Park Structures provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of Play & Park Structures' hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON

ROTOMOLDED AND THERMO-FORMED POLYETHYLENE PRODUCTS

Play & Park Structures provides a fifteen-year limited warranty on rotomolded and thermoformed polyethylene products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, Play & Park Structures will replace the rotomolded or thermo-formed polyethylene product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON RECYCLED PLASTIC LUMBER PRODUCTS

Play & Park Structures provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

Play & Park Structures provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five- year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON INTEGRATED PLAY & PARK SHADE PRODUCTS

Play & Park Structures provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.

All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).

LIMITED WARRANTY ON SITE FURNISHINGS

Play & Park Structures provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

Play & Park Structures provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

TEN-YEAR LIMITED WARRANTY ON REDWOOD AND PRESSURE-TREATED WOOD PRODUCTS

Play & Park Structures provides a ten-year limited warranty on redwood and pressure-treated wood products against damage by decay or termites that cause the wood to become structurally unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON PLAY & PARK STRAP AND TOT SEAT

Play & Park Structures provides a five-year limited warranty on strap and tot swings seats against structural failure that causes the seats to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

THREE-YEAR LIMITED WARRANTY ON "C" SPRINGS

FOR SPRING BOUNCERS

Play & Park Structures provides a three-year limited warranty on "C" springs for Spring Bouncers against damage due to delaminating of the rubber spring and breakage of the "C" spring that would cause the Spring Bouncer to become structurally unfit for its intended use; see exclusions.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

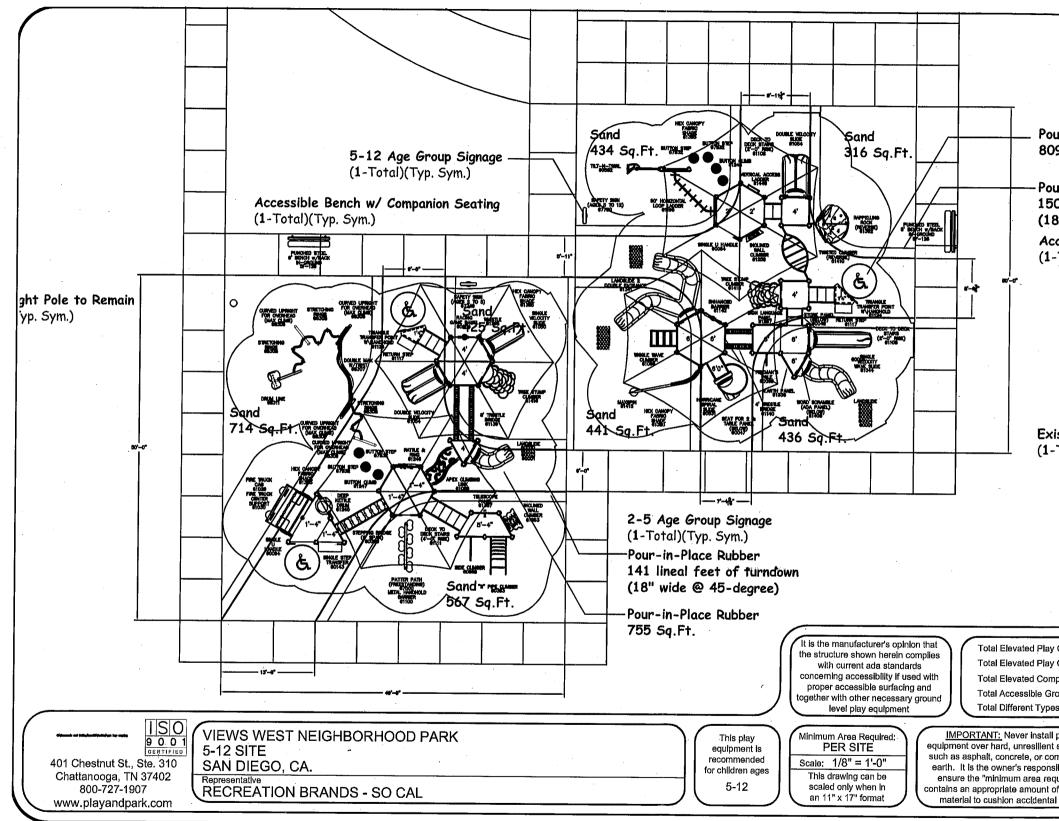
Play & Park Structures excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.



e. Play Equipment and Rubberized Surfacing

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SuperMa

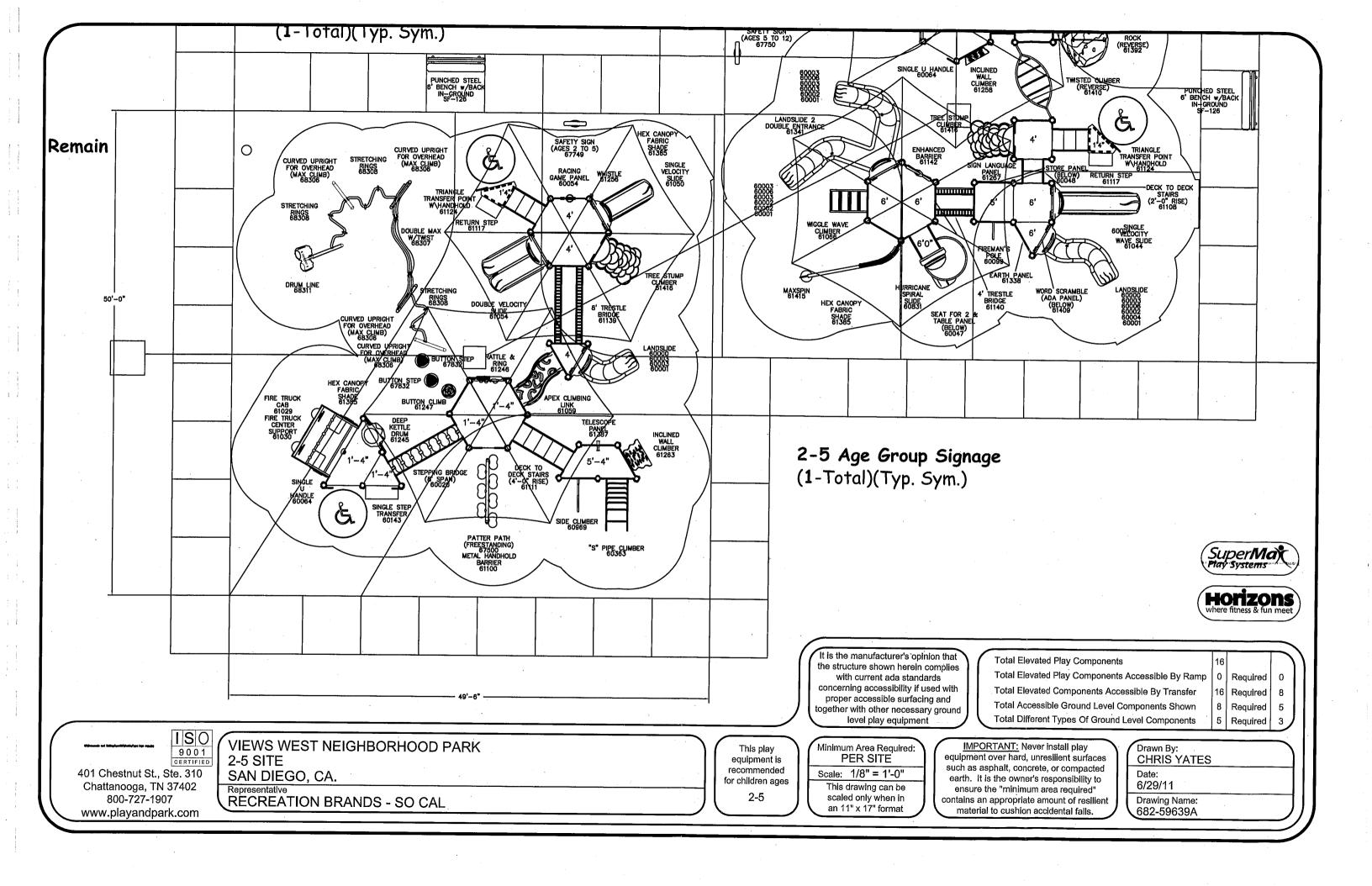
Pour-in-Place Rubber 809 Sq.Ft.

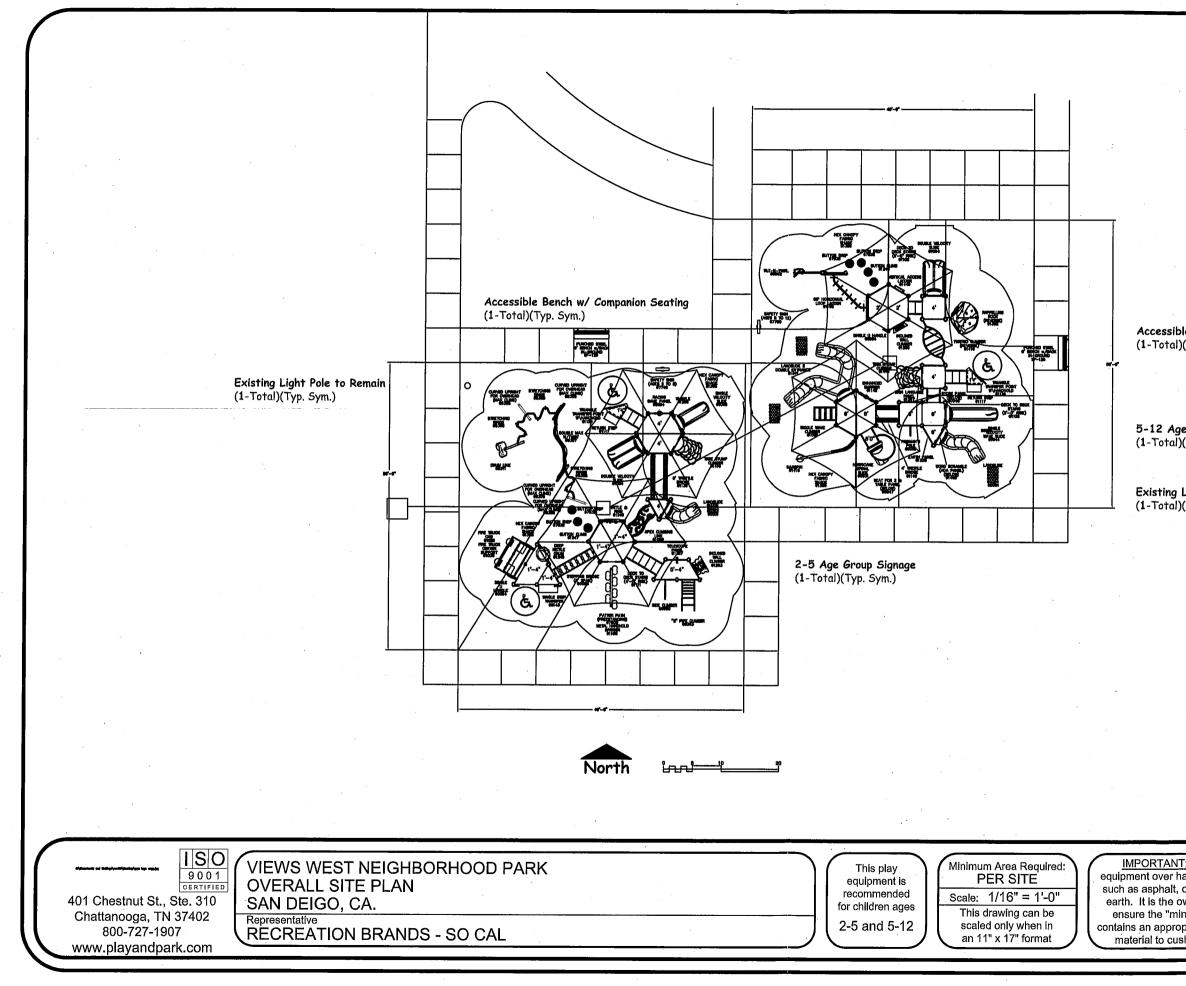
Pour-in-Place Rubber 150 lineal feet of turndown (18" wide @ 45-degree)

Accessible Bench w/ Companion Seating (1-Total)(Typ. Sym.)

Existing Light Pole to Remain (1-Total)(Typ. Sym.)

	_			
y Components				
y Components /	Accessible By Ramp	0	Required	0
mponents Acces	ssible By Transfer	11	Required	9
Ground Level Co	mponents Shown	6	Required	6
es Of Ground L	evel Components	5	Required	3
				_
II play nt surfaces	Drawn By: CHRIS YATES	;		
compacted nsibility to equired"	Date: 6/29/11			
t of resilient tal falls.	Drawing Name: 682-59639A			







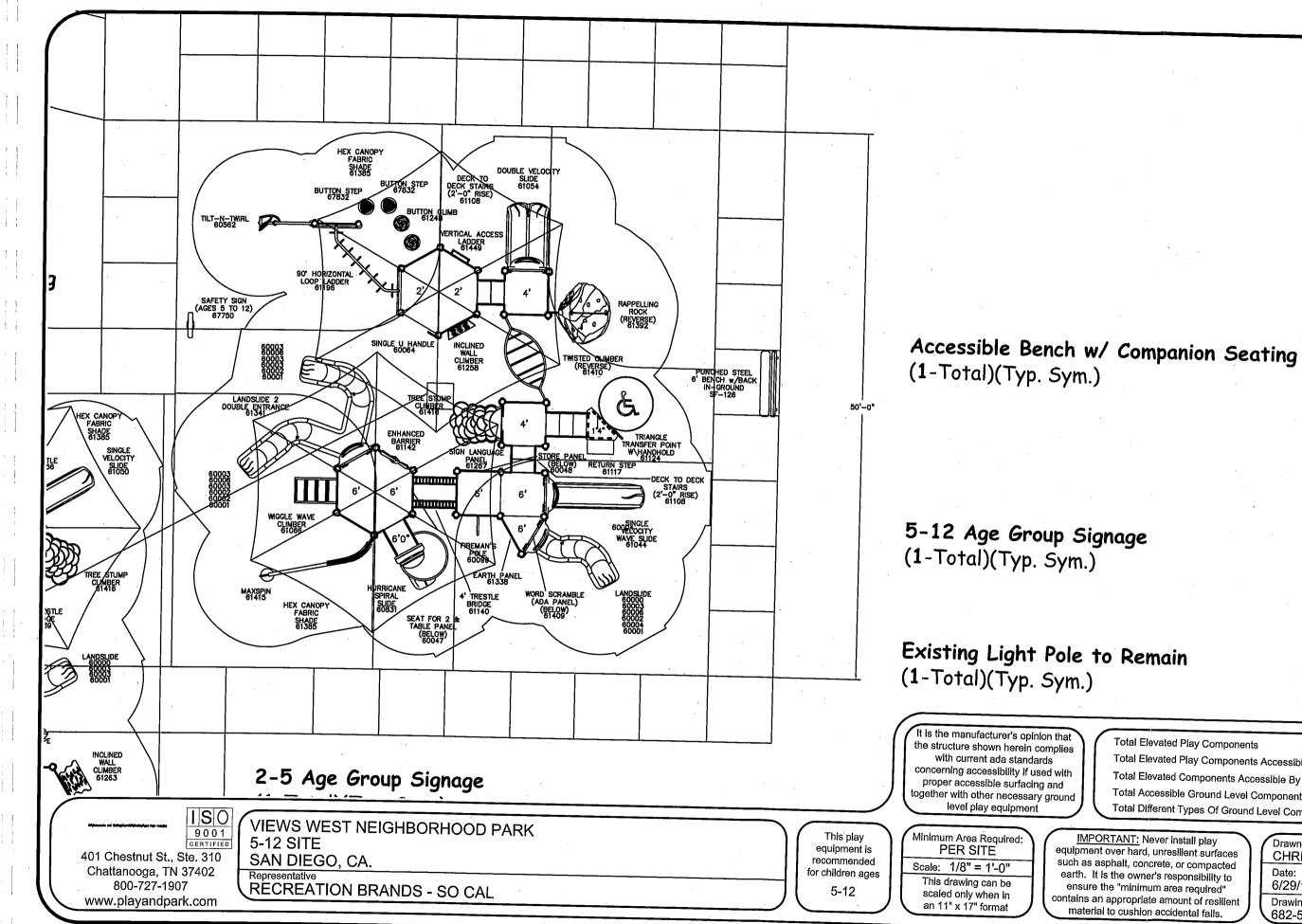
Accessible Bench w/ Companion Seating (1-Total)(Typ. Sym.)

5-12 Age Group Signage (1-Total)(Typ. Sym.)

Existing Light Pole to Remain (1-Total)(Typ. Sym.)

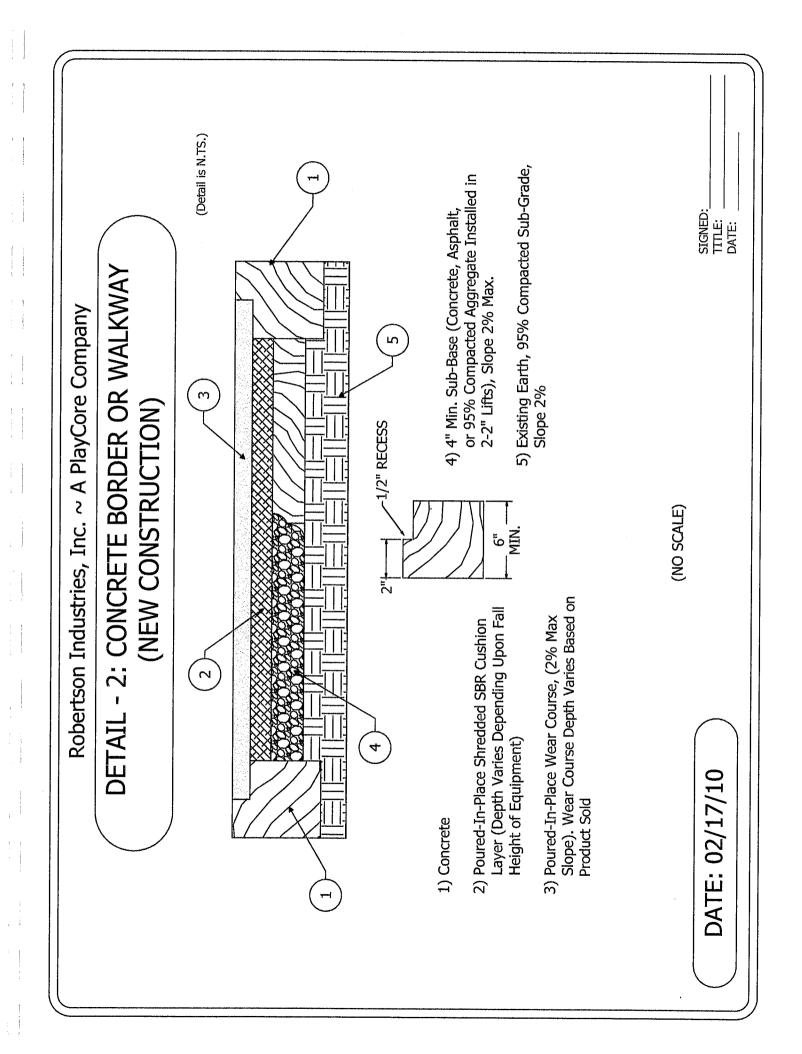
<u>IMPORTANT:</u> Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

Drawn By: CHRIS YATES	
Date: 6/29/11	
Drawing Name: 682-59639A	



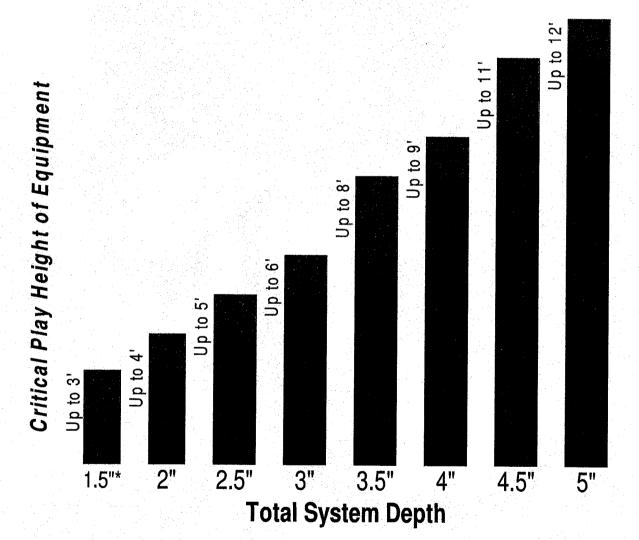
SuperMa Play Systems

al Elevated Play Components 18 al Elevated Play Components Accessible By Ramp 0 Required 0 al Elevated Play Components Accessible By Transfer 11 Required 9 al Accessible Ground Level Components Shown 6 Required 6 al Different Types Of Ground Level Components 5 Required 3 T: Never Install play nard, unresilient surfaces concrete, or compacted owner's responsibility to inimum area required" oprlate amount of resilient Drawn By: CHRIS YATES Date: 6/29/11 End Different Drawing Name: 682-59639A					
al Elevated Components Accessible By Transfer 11 Required 9 al Accessible Ground Level Components Shown 6 Required 6 al Different Types Of Ground Level Components 5 Required 3 T: Never install play hard, unresilient surfaces concrete, or compacted pwner's responsibility to inimum area required" Drawn By: CHRIS YATES Date: 6/29/11 Date: 0/29/11 Drawing Name: 0	al Elevated Play Components	18			$\left(\right)$
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T: Never Install play hard, unresilient surfaces concrete, or compacted pwner's responsibility to inimum area required" priate amount of resilient Drawn By: CHRIS YATES Date: 6/29/11 Drawing Name:	I Accessible Ground Level Components Shown	6	Required	6	
hard, unresilient surfaces CHRIS YATES concrete, or compacted Date: pwner's responsibility to 6/29/11 inimum area required" Drawing Name:	I Different Types Of Ground Level Components	5	Required	3)
	ard, unresilient surfaces concrete, or compacted wmer's responsibility to nimum area required" priate amount of resilient				



By Robertson Industries, Inc.

TotTurf® Aliphatic Fall Height Requirements



Each system depth consists of the cushion material with 1/2" of TotTurf® EPDM Wear Course Granules on top.

* Requires concrete or Asphalt Sub-Base. Compacted aggregate acceptable for all other systems per specifications.

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f. List and Catalog cuts of all play equipment & rubberized surfacing.



Recreation Brands of Southern California 13518 Calle Colina Poway, California, 92064 Phone: 858-442-3670 Fax: 858-676-0638 Email: metchinson@recbrandsgroup.com Contact: Mike Etchison

Views West Neighborhood Park Design/Build

San Diego Park & Recreation Department Attn: Elif Cetin

Quote Number: 643-59639 Quote Date: 6/22/2011

San Diego, CA 92101

	Stock ID	Description	Quantity	Weight	
	60020	STEPPING BRIDGE	1	375	
4	60047	SEAT FOR TWO & TABLE	1	65	
	60048	STORE PANEL	1	45	
1	60054	RACING GAME PANEL	1	86	
	60055	SQUARE DECK	2	422	
)	60057	SEMI-HEX DECK	2		
	60059	10' UPRIGHT(ALUM)W/CAP-5"OD	9	556	
!	60060	12' UPRIGHT(ALUM)W/CAP-5"OD	-	261	
ł.	60064	U-HANDLE W/CLAMPS	14	476	
i -	60065	TRIANGLE DECK	1	9	
	60099	FIREMAN'S POLE 4'8"-6' DECK	3	312	
1	60114		1	73	
		HEXAGON DECK	4	2384	
1	60126	2-FLUSH MT SQUARE DECKS	1	417	
	60143	SINGLE STEP	1	127	
	60178	8' UPRIGHT(ALUM)W/CAP-5"OD	5	115	
	60562	TILT-N-TWIRL	1	117	
1	60831	6'-0"HURRICANE SLIDE	1	494	
	60919	ZIG ZAG ADAPTER	7	21	
	60947	13'UPRIGHT(ALUM)W/CAP-5"OD	1	37	
1	61029	FIRE TRUCK CAB ATTACHMENT	1	780	
i	61030	FIRE TRUCK CAB SUPPORT	1	11	
	61044	6' SINGLE VELOCITY WAVE SLIDE	2	424	
1	61050	4' SINGLE VELOCITY SLIDE	2	324	
	61053	6' DOUBLE VELOCITY WAVE SLIDE	1	298	
i -	61054	4' DOUBLE VELOCITY SLIDE	2	448	
	61058	APEX CLIMBING ATTACHMENT	2	278	
1	61059	APEX CLIMBING LINK	1	183	
	61062	APEX SINGLE LATERAL ATTACHMENT	1	163	
	61066	WIGGLE WAVE CLIMBER 6'	1	122	
	61100	METAL HANDHOLD BARRIER	1	50	
	61108	DECK TO DECK STAIRS 2'-0"	2	474	
	61111	DECK TO DECK STAIRS 4'-0"	$\overline{1}$	464	
ł	61117	RETURN STEP	2	166	
	61124	TRI TRANSFER W/HAND 4'-0"	2	832	
:	61139	8' TRESTLE BRIDGE	1	456	
,	61140	4' TRESTLE BRIDGE	1	274	
i	61142	ENHANCED BARRIER PANEL	1	42	
	61196	90DEG LOOP LADDER ATTACH 2'	1	117	
1	61245	Deep Kettle Drum	4		
:	61246	RATTLE & RING	1	64	
J	61247	BUTTON CLIMB 1'4"		53	
	61248	BUTTON CLIMB 2'	1	69	
	61256	Whistle	1	94	
	61258		1	20	
	61263	INCLINED WALL CLIMBER 2'	1	88	
	61263	INCLINED WALL CLIMBER 5'4"	1	158	
i		SIGN LANGUAGE PANEL	1	82	
	61338	EARTH PANEL	1	78	
	61385	HEX CANOPY FABRIC SHADE	4	6420	
	61387	TELESCOPE PANEL	1	52	
	61392	RAPPELLING ROCK	1	341	
	61409	WORD SCRAMBLE (ADA PANEL)	1	46	

61410	TWISTED CLIMBER	1	161
61415	MAX SPIN	1	511
61416	TREE STUMP CLIMBER	2	676
61449	VERTICAL LADDER 2'-0"	1	62
67500	FREESTANDING PATTER PATH	1	206
67749	ROTO AGE SIGN 2 TO 5	1	39
67750	ROTO AGE SIGN 5 TO 12	1	39
67832	Button Step	4	100
68306	CURVED UPRIGHT-OVERHEAD	4	208.8
68307	DOUBLE MAX W/TWIST	1	228,602
68308	STRETCHING RINGS	3	151.764
68311	DRUM LINE	1	76.96
G60040	11' UPRIGHT(GALV)W/O CAP-5"OD	12	996
G60041	13' UPRIGHT(GALV)W/O CAP-5"OD	6	582
G60060	12' UPRIGHT(GALV)W/CAP-5"OD	1	92
G60944	5"OD GALV UPR 15'W/O CAP	6	678

Total Weight:24671.126

Total Amount: \$0.00

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Recreation Brands of Southern California.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after Play & Park Structures's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: shall be by a Certified Play & Park Structures Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:	
Accepted By (printed):	P.O. No:
Signature:	Date:
Title:	Phone:
Purchase Amount:\$0.00	Facsimilie
Order Information	
Bill to:	Ship to:
Company:	Company:
Attn:	Attn:
Address:	Address:
City/State/Zip:	City/State/Zip:
Billing Contact:	Jobsite Contact:
Billing Phone:	Jobsite Phone:
Billing Fax:	Jobsite Fax:



g. Statement of qualifications of the Independent National Playground Safety Institute certified Playground Safety Inspector

Park Association			the standards set forth by the National Certification Board ayground Safety Institute Executive Committee is hereby granted certification as a	v Inspector	8/28/2009 Date Certified 14717-0912 Certification Number 9/1/2012 Expiration Date
Recreation and D	Let it be known that	JC BOUSHH	requirements of the standards set forth by the National Certific and National Playground Safety Institute Executive Committee and is hereby granted certification as a	ified Playground Safety Inspector	hittee
Mational R	A		has met the requirements of and National Plu and	Certfed	Chairperson, NPSI Executive Committee Chairperson, NPSI Executive Committee MRPA Interim Executive Director

National Recreation and Park Association

4 C

CURRICULUM VITAE

JC BOUSHH

CPSI, Outdoor Play Environment Designer, & Play Consultant International Playground Contractors Association, Past Board of Trustees Member Participating Member ASTM International F15.29 NPCAI Playaround Construction School Instructor NPPS S.A.F.E. Certified NPPS Early Childhood Outdoor Play Inspector NAEYC Play, Policy, & Practice Interest Forum AAEYC, Past Board Member & Public Policy Chair **ECERS** Certified Kaplan Early Childhood Trainer Associate Member International Play Equipment Manufacture Association International Play Association, Board Member, Playground Liaison Certified Playground Safety Inspector Certification Committee Head Start Body Start; Physical Activity Consultant and Grant & Provider Proposal Reviewer Guest Blogger Peaceful Playgrounds Recess Blog International Play Association/US Book Review Committee Triax2010 Trained (ASTM F1292 Instrumentation) I Am Moving, I Am Learning Trainer Inclusive Play Environment Design Criteria Workgroup

Design for Play

1079 Lyons Circle Banning, CA 92220 Phone: (951) 922-3900 Fax: (951) 922-3939 Email: <u>info@jcboushhconsulting.com</u> Web: <u>www.jcboushhconsulting.com</u>

TRAINING (CPSI, DESIGN)

NRPA NPSI; National Playground Safety Institute Certification 2000-Current NPPS; SAFE Certification Boundless Playgrounds; Basic Training for the Playground Industry Professional Boundless Playgrounds; Designing Play Environments for Children of All Abilities NRPA 2002 Congress; Maintaining Child's Play NRPA 2002 Congress; Playground Design NRPA 2003 Congress; Beyond Access: Socially Inclusive Playgrounds NRPA 2003 Congress; Relevance of Height, Child Development and Playground Safety NRPA 2003 Congress; Planning Aquatic Playgrounds with Kids in Mind CPRS District XI Educational Workshop 2003; Rubber Surfacing & the Latest in National **Performance Equipment** Peaceful Playgrounds 2004; Peaceful Playgrounds Workshop CPRS 2004 Training Conference; Playground Auditor Training CPRS 2004 Training Conference; Playgrounds for Children of All Abilities CPRS 2004 Training Conference; The Power of Outdoor Play First 5 LA 2004; Creating the Outdoor Classroom North Carolina State University 2004; Design for Active Childhoods NHSA 2004 Training Conference; Planning Playgrounds to Support Educational Goals

NHSA 2004 Training Conference; Creativity & the Whole Child at Play

Dr. Lawrence Bruya 2004; Lifelong Motor Development

NRPA 2004 Congress; Playgrounds & the ADA

NRPA 2004 Congress; Play Environments: Childhood Development vs. Regulation

CHSA 2005; Pacific Oaks College/Children's School, Early Childhood Environments Workshop

CHSA 2005; Putting the Passion Back in Outdoor Play

CPRS 2005; Tools to Address the "California Playground Conflict"

Kaboom, We Play, Workshop Entirely on Play

CPRS 2006 Training Conference; Got UAP? Universally Accessible Playground Designs

CPRS 2006 Training Conference; Good Moves for Today's Youth

CPRS 2006 Training Conference; Time for Playful Learning

NPPS; Playground Supervision Course

CAEYC 2006; Spaces for Children: Designing Classrooms, Play Yards, & Facilities that Promote Quality Care for Infants, Toddlers, & Preschoolers

CAEYC 2006; Inspirational Ideas to Encourage & Enhance the Outdoor Experience for Young Children

National Center on Accessibility 2006; Creating Accessible Play Areas

Great Lakes ADA & Accessible IT Center 2006; Playgrounds: Application of the ADA

Great Lakes ADA & Accessible IT Center 2006; Design Issues in Children's Environments

American Enterprise Institute; The Value of Play: A Forum on Risk, Recreation, & Children's Health

NRPA 2006; Outdoor Play Value: Realize the Power in Your Playground

NRPA 2006; ADA/ABA Accessibility Guidelines for Play Areas

NRPA 2006; Play Your Way to a Healthy Lifestyle

NPPS; Early Childhood Play Inspector's Course

NAEYC 2006; Building NAEYC-accredited Outdoor Learning Environments

NAEYC 2006; Innovative Outdoor Play Environments that Support Children of All Abilities

NAEYC 2006; Outdoor Spaces: More than Just Trike Paths, Climbers, & Sandboxes

NAEYC 2006; The Developmental Benefits of Play

NAEYC 2006; Expounding the Power of Play

NPPS; Playground Supervision Training for Elementary School

NPPS; Playground Maintenance for Front-Line Workers

CPRS 2007; Universally Accessible Playgrounds Yield Capitol

CPRS 2007; Playground Safety & the Law

CPRS 2007; The Developmental Benefits of Play

CAEYC 2007; Creating Natural Playscapes for the Soul

IAP-US/TASP 2007; How Big is the Pasture, Structuring Informal Environments to Facilitate Creative Play

IAP-US/TASP 2007; Burling Slip: An Innovative Public-Private Partnership & Paradigm

IAP-US/TASP 2007; Evolution and Diminution of Children's Play: On Saving Recess

IAP-US/TASP 2007; The Evolution of Play & Playgrounds in America & Their Relevance to Child Development

IAP-US/TASP 2007; Learning Through Play: Exploring Quality Play Environments

IAP-US/TASP 2007; Adventure Play Re-Imagined: Naturescapes, Hardscapes, or Both

NRPA 2007; Bringing Inclusive, Multigenerational Play to the Community

NRPA 2007; Designing Playgrounds for Enhanced Play Opportunities

NRPA 2007; Planning, Funding, & Building a New Playspace: The Community Build Approach

NRPA 2007; Playful City: How Can I Rally My Community

NRPA 2007; Integrating Art into Playgrounds

IPA-Hong Kong 2008; Managing Public Playgrounds: Strategies & Feelings

IPA-Hong Kong 2008; Evidence-Based Approaches to Teen Play Needs

IPA-Hong Kong 2008; Play for Health: Evidence-Based Approaches to Preschool Playgrounds

IPA-Hong Kong 2008; Physical & Sensory Development through Play at School

IPA-Hong Kong 2008; The Benefits of Improving School Grounds

IPA-Hong Kong 2008; Why & How Playground Safety Inspection are Done in Hong Kong

IPA-Hong Kong 2008; Impact Attenuation in Playground Surfacing

IPA-Hong Kong 2008; Sculptures for Play & Growth

IPA-Hong Kong 2008; Experimental Playarounds

IPA-Hong Kong 2008; Natural Play Spaces

IPA-Hong Kong 2008; The Benefits of Risk in Children's Playgrounds

IPA-Hong Kong 2008; Children Need Risk

IPA-Hong Kong 2008; Designing for Preschool Play

IPA-Hong Kong 2008; Playground from a User's Perspective

IPA-Hong Kong 2008; Australian Primary School Playgrounds

CPRS 2008; Generation Play: The Future of Play, Play Equipment, & Parks

CPRS 2008; Growing Up Sedentary: Making Play Count

CPRS 2008; Creating Universally Accessible Outdoor Play Environments

CAEYC 2008; Building a Network of Outdoor Classroom Demonstration Centers

NRPA 2008; Laws, Risks, Fear and the Decline of Play

NRPA 2008; Imagination Playground: (Re)Introducing Loose Parts Into The Urban Play Experience NAEYC 2008; Everybody Plays! Universal Designed Outdoor Play Environments

NAEYC National Institute for Early Childhood Professional Development 2009; Important Work at Play: How Stimulating Playground Design fires up Children's Brains & Their Communities

NAEYC National Institute for Early Childhood Professional Development 2009; Positive Effects of Natural Play & Nature

NAEYC National Institute for Early Childhood Professional Development 2009; Realizing the Power of Your Playground to Promote Physical Fitness & Overall Development of Young Children NAEYC National Institute for Early Childhood Professional Development 2009; Implementing Best Practices of Designing Nature into Outdoor Play Environments

Head Start Body Start 2009; Enhancing Outdoor Playspaces

NRPA 2009; Where Do the Children Play?

NRPA 2009; Designing Natural Playgrounds: National Guidelines for Natural Play Areas NRPA 2009; Play in the Urban Community

NRPA 2009; Maintaining Child's Play: The Importance of a Playground Maintenance Program CAEYC 2010; Assessing & Transforming Play Yards into Outdoor Classrooms

CAEYC 2010; Before a Child is Hurt

CPRS Region 4 Fall Mini-Conf; Universal Playground Design: Everybody Play!

NRPA 2010; Impact Attenuation Standards & Practice Training

NRPA 2010; Playground Equipment Accessibility Standards & Guidelines: 2010 Update

NAEYC 2010; Natural Playgrounds: Creating Outdoor Spaces that Promote Child Development & Curriculum

NAEYC 2010; More Than Just Letting off Steam! Creating Quality Outdoor Play Environments Value of Play Conference 2011; Fear of Liability & Safety Standards are Spoiling Play & Eliminating Play Opportunities Fact or Fiction

CPRS 2011; New Laws for Playgrounds & Spray Parks

CPRS 2011; Simplifying Playground Surfacing: Safety, Accessibility, Maintenance, & Play Value

TRAINING (INSTALLATION)

GameTime 2005; GameTime Bonded Rubber Installer Training GameTime 2005; GameTime Certified Installer Training Session NPCA 2005; Playground Construction School Kompan 2005; Kompan Installer Factory Certification Program NRPA 2007; Demystifying the Playground Installation Matrix

CHILD DEVLOPMENT/PLAY

Chaffey College Spring 2006, The Dynamics of Play

CAEYC 2006; DAP, Play & the Brain-Explore how the Brain Really does Support DAP & Play CAEYC 2006; Documenting Children's Play with Developmental Profiles

CAEYC 2006; Brain Development 101 for Early Childhood Educators

NAEYC 2006; Yes, We are Playing in the Classroom: Making the Case for the Fundamental Link

Between Play & Learning to Families & Administrators

NAEYC 2006; Play, Development, & Early Education

Chaffey College Winter 2006; Child Study and Observation

Care & Connections; Early Childhood Environment Rating Scale Training

Chaffey College Spring 2007; Curriculum Theory I

Chaffey College Spring 2007; Brain Research and its Implications for Classroom Teaching

First Five Riverside; Brain Development Workshop

CAEYC 2007; Helping Minds Develop: Using Brain Research to Create Supportive Environments

CAEYC 2007; Extending Play: An Examination of Useful Skills and a Teachers Thought Process Pat Wolfe Ed.D.; The Amazing Developing Brain

IAP-US/TASP 2007; The Development of Potential Conflict in Play

IAP-US/TASP 2007; Creative Play Props to Enhance Learning

IAP-US/TASP 2007; Barriers to Playful Learning

IAP-US/TASP 2007; Supporting Action with Research on the Status of Play in Early Childhood

IAP-US/TASP 2007; National Campaign to Restore Play in Kindergarten & Preschool

IAP-US/TASP 2007; Teacher Education to Foster Understanding Block Play

IAP-US/TASP 2007; Current Use of Revised Knox Preschool Play Scale

IAP-US/TASP 2007; Play as Emotional Survival

IAP-US/TASP 2007; A Case Study of Recess Elimination in Texas

IAP-US/TASP 2007; Toy Affordance, and Brain Development: Hints from Research

Pat Wolfe Ed.D; Training of Trainers Workshop, Brain Matters: Translating Research to Classroom Practice

Bev Bos; Good Stuff for Kids

Children's Network Conference; Dr. Bruce Perry

Punished By Rewards; Alfie Kohn

Chaffey College Winter 2007; Health & Safety of the Young Child

Chaffey College Winter 2007; The Child in a Multicultural Society

IPA-Hong Kong 2008; Play & Changing Lifestyles; Sue Palmer

IPA-Hong Kong 2008; Play & Modernization; Prof.; Guat-tin Low

CAEYC 2008; Brain Appropriate Practices

CAEYC 2008; Revolution! Moving Hearts of Policy-Makers and Parents Towards Valuing Play

Chaffey College Spring 2008; Curriculum Theory II

NAEYC 2008; Advocating for Play

NAEYC 2008; Let them be Kids: Parental Views of Play

NAEYC 2008; Play Dialects: Teasing out Tension Points in the Research & Application of Play

NAEYC 2008; Restoring Play: Lessons Learned from Professional Play Workers

NAEYC 2008; Understanding Play Deprivation: the Causes, Consequences, & Remediation Kaboom Webinar; Why Play Matters

Kaboom Webinar; Benefits of Nature Play

Alliance for Childhood; Conversation on Playwork

NAEYC National Institute for Early Childhood Professional Development 2009; Your Brain on Play, Dr. John Medina

NAEYC National Institute for Early Childhood Professional Development 2009; From Plato to Play-Doh: Investigating the History of the Study of Play

Dr. David Elkind; Playing to Learn: How Play Enhances Cognitive Development"

CAEYC 2010; Caregiving with the Brain in Mind

NAEYC 2010; Outdoor Play: Examples of Learning in Captivating Scandinavian & American Outdoor Child Care Environments

NAEYC 2010; Clearing Away Rubble from the Wellspring: Making Room for Play in the Lives of Children

HSBS 2011; I Am Moving, I Am Learning Facilitator Trainer

Value of Play Conference 2011; Young Children Learn Through Authentic Play in Play in a Natural Outdoor Classroom

AWARDS

California State Assembly; Certificate of Recognition CACM; Certificate of Appreciation CAI; Certificate of Appreciation Playgrounds for Palestine; Certificate of Appreciation NPCAI; Trustee Service Recognition

PUBLICATIONS

"Managing Playground Maintenance" April, 2001 CAI Around Town

"Playground Safety for Preschoolers Parts 1-3" Spring 2001 ACSI Northern California/Hawaii Regional News, & PACE The Pacesetter

"Playground Safety & Maintenance" August 2002 CACM Maintenance VI Recreational Facilities Equipment/ Pools

"The Natural Play Environment: Fostering the Values of Play" September 2005 ACSI Christian Early Education

"Travels Around the Playground" The Playbook

"The Brain Value of Play" Goric Play Times Vol. 2 Issue 1 March 2007

"The Natural Play Environment: Fostering the Values of Play" ACSI Christian School Education Volume 11 Number 4 2007-2008

"Playgrounds in the Electronic Village: The Future of Play" IPA/USA Quarterly Summer 2008 "Play Equipment – It's all in the Mind" IPEMA E-Newsletter Volume 2, Issue 3

"The Climbing Trees of the Mind" Kaboom Web Site (<u>www.kaboom.org</u>); Campaign for Play September 2008

"Initation on the Flayground: Learning & Motor Skills" Kaboom Web Site (<u>www.kaboomorg</u>); Campaign for Flay November 2008

"Designing Play Environments for the Whole Child" Religious Products News, December 2008 "Perspectives of Play in a Palestine Refuge Camp" IPA/US Quarterly Winter 2009

"Scientist on the Playground" Kaboom Web Site (<u>www.kaboomorg</u>); Campaign for Play July 2009

"Loose Parts the Key to Creativity on the Playground" Head Start Body Start, HSBS Heads Up! July 2009

"The Neuroscience of Adventure Play" Playwords Autumn 2010 Vol. 42, Common Threads "Climbing on the Playground and its Links to the Brain" The Playground Insider August 2010 "The Benefits of Risk on the Playground" The Playground Insider July 2010

"Got Play? The Loss of Children's Free-Play in America" The Playground Insider September 2010 "The Neuroscience of the Imagination Playground" Kaboom Web Site (<u>www.kaboom.org</u>) March 2010

"The Benefits of Risk on the Playground" "Head Start Body Start, HSBS Heads Up! July 2010 "The Bumps & Bruises of Child's Play" Peaceful Playground Recess Blog October 2010 "When I was Allowed to Play by My Parents" Peaceful Playground Recess Blog October 2010

"Reflections on Goofing Off" Peaceful Playground Recess Blog August 2010

"Failure the Foundation for Success" Peaceful Playground Recess Blog August 2010

"Keeping Flay Novel & Complex" Peaceful Playground Recess Blog August 2010

"Do Kid's Need to be Taught How to Play?" Peaceful Playground Recess Blog August 2010

"When Did Play Become A Crime?" Peaceful Playground Recess Blog July 2010

"The Architecture of Recess" Peaceful Playground Recess Blog July 2010

"Recess It's Role in Behavior and Academics" Peaceful Playground Recess Blog July 2010

"Physical Activity: The Brain's Fuel" Peaceful Playground Recess Blog July 2010

"Pushing the Envelope of Playground Design with Risk and Challenge" IPEMA E-Newsletter Winter 2010

CONFERENCE PRESENTATIONS

California Department of Social Services, Community Care Licensing Division Association of Christian School International Lutheran Educators Conference, Southern Region CA California Association for the Education of Young Children American Camping Association Growing Teachers to Grow Kids Tutor Times Learning Centers, LLC Franchises Community Associations Institute California Head Start Association The Professional Association of Childhood Education California Association of School Business Officials County of Orange, Regional Park Operations, Playground Maintenance Kids Induded Together, San Diego Western College Physical Education Society San Diego Association for the Education of Young Children Child Action Inc. California Association of Private Special Education Schools Special Needs Advisory Project, "A Place for Every Child: Inclusive Child Care" National Association of Recreation Resource Planners National Association of State Outdoor Recreation Liaison Officers California Association of Community Managers First 5 Kern Madera Child Care Resources & Referral Northern California Early Childhood Education Conference CPRS Districts XI, XIII, & XIV NRPA; National Institute on Recreation Indusion California Child Care Resource & Referral Network California Association of Private School Organizations Los Angeles City Housing Authority, Maintenance Staff Training Eiwanda Unified School District. Maintenance Staff Training California Landscape Contractors Association California & Pacific Southwest Recreation & Park Training Conference NPCAI Playground Construction School Chaffey College Child Development Department CPRS District X Celebrating the Creativity of Childhood Conference International Play Association-USA/ Canada The Association for Study of Play 2007 Conference U.S. Virgin Islands Head Start (St. Thomas & St. Croix) Hemet USD State Preschools Georgia Smart Start Playground Symposium 17th International Play Association World Conference 2008 Hong Kong The Association for the Study of Play International Conference The Community Build Association Conference California Early Childhood Mentor Program Padfic Oaks College Cal. Poly. Pomona California First 5 Association Bev Bos Good Stuff for Kids Conference 2008 California School Board Association National Association for the Education of Young Children Kaboom CPRS Region 5 Playground for Palestine Gala Keynote

University of La Verne First 5 Fresno County NAEYC National Institute for Early Childhood Professional Development Association for Childhood Education International Head Start Body Start San Diego County Offices of Education The Conference on the Value of Play I Am Moving, I Am Learning

CONFERENCE TRAINING TITLES

"Playground Safety & Inspections" "Peaceful Playgrounds: How to Create Playgrounds that Really Work" "Planning, Design, & Fundraising for your New Playground" "The Last Steps in Finalizing your Playground" "Playground Liability, Planning, & Grant Writing" "Let's Protect Children from Solar Assault" "Final Steps on Protecting your New Playground" "Playground Design: Designing for Children's Core Play Values" "Inclusive Play; Going Beyond the ADA Playground Guidelines" "The Play Behavior Framework: Designing for Children's Play" "Playground Maintenance" "The Developmental Benefits of Play" "Playground, Job Completion" "Is A Risk Free Playground Beneficial to A Child's Developmental Needs?" "Designing Playgrounds to Meet the Needs of Today's Wired Child" "Designing Innovative NAEYC Accredited Outdoor Play Environments" "Recess and it's Effect on Brain Development" "Practical Strategies for Implementing a Play-Based Curriculum" "The Dynamics of Play" "Brain Development: Applications to the Classroom" "Playground Supervision and Maintenance" "Playground Safety SAFE Model" "Designing Playgrounds to Affect Brain Development" "Playground Safety Revisited" "Playgrounds in the Electronic Village: The Future of Play" "Play & Mental Health" "The Early Childhood Brain" "Mythbusters: Recess, Mental Health, & Brain Development" "Playground Construction: Putting all the Pieces Together" "The Value of Play" "The Value of Playgrounds" "Healthy Playgrounds, Healthy Brain Development" "Perspectives of Play in a Palestine Refuge Camp" "The Serious Need for Play" "Mythbusters: Play, Mental Health, & Brain Development" "Designing Early Childhood Environments" "Loose Parts on the Playaround" "Play, Risk, & Learning" "Is Your Playground Surfacing Compliant?" "Creating the Outdoor Classroom with Your Existing Play Area" "Risk-Taking on the Playground: It's Role in Play, Development, & Liability" "Playground Safety Guidelines & Nature Playgrounds"

REFERENCES

(Private Facility) Ree & Shine Preschool, Newhall, CA Michelle DuPrey, Director (661) 259-0407

(Public Park Agency) Orange County Harbors Beach & Parks, Irvine, CA Tom Klems, Park District Supervisor (714) 973-6862

(Public Housing Agency) Housing Authority of the City of Los Angeles, Los Angeles, CA Patrick Choy, Project Manager, (213) 252-4253

(Public School District) Santa Barbara Unified School District, Santa Barbara, CA Bruce Chavez, Facilities Maint. (805) 963-4331

PROFESSIONALORGANIZATIONS

National Recreation and Park Association California Park and Recreation Society International Playground Contractors Association International Play Association/ USA ASTM International National Association for the Education of Young Children International Playground Equipment Manufactures Association

APPEARANCES & INTERVIEWS

CBS News Special Assignment; "Playground Peril" April 2003 Clear Channel Radio; "Fresno Outdoor Play Initiative" August 2008 Kaboom Webinar; "Play & Children's Health: The Value of Playgrounds' October 2008 Kaboom Webinar; "Playgrounds, Mental Health, & Brain Development" December 2008 Kaboom Webinar; "Designing Early Childhood Environments" July 2009 Kaboom; "Play at Your Own Risk" January, 2010 Peaceful Playgrounds, "The Value of Recess" October, 2010 Peaceful Playgrounds, "The Value of Recess" August, 2010 Head Start Body Start; "Loose Parts on the Playground" June, 2010 Kaboom; "Recess: It's Child's Play" October, 2010

VOLUNTEER EXPERIENCE

KABOOM; Community Playground Builds, Build Captain Editor, <u>The Playground Connection</u> Playgrounds for Palestine; Playground Build, Nahr el Bared, UN Refuge Camp, Lebanon

JC Boush is a recognized expert in the field of playground safety, natural play environments and indusive playground design. He has lectured worldwide as well as authored numerous articles on playground safety, developmental benefits of play, and has a deep commitment to preserving all children's right to play. He is the head designer for Design for Play, and serves as an outdoor environment project manager, play consultant specializing in designing for children's developmental needs through play, and a third-party playground inspector.

Playground Safety Inspection

General	Information	

	Owner: 520 Marcos Cim
	Facility: Buelow Park
	Address 300 AUTOME Dr. 52- Marcas CA 92069
	52- Marcon 09 92069
	Manufacturer: Kompan
	Type of materials: Merel OPlenic
	Certified Playground Inspector:
	JC BOUSH
	NPSI Certified Playground Safety Inspector # 147170912
	Date of Inspection: Reinspect 12-10-10
×	This playground complies with the California Playground Safety Regulations
	This playground does not comply with the California Playground Safety Regulations
Intended	User: 🖄 2 years to 5 year 🗔 5 years to 12 years 🗔 2 years to 12 years

Equipment Not Covered By This Inspection Home playground equipment, toys, amusement rides, sports equipment, fitness equipment intended for users over the age of 12, public use play equipment for children 6 to 24 months, and soft contained play equipment are not included in this inspection.

Products or materials (site furnishings) that are installed outside the equipment use zone, such as benches, tables, and borders, used to contain protective surfacing, are not considered playground equipment and are not included in this inspection.

Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety inspections should be conducted by a NPSI certified Playground Safety Inspector January 23, 2009

Project: Buelew Perh

PLAYGROUND SAFETY INSPECTION

Materials and Manufacture Worksheet (Complete one worksheet for each Playground)

Z			Motals are pair Woods is natu coper arsenate equipment.	General (ASTM F 1487-07aol Section 4.1) (CPSC #325-08 Section 2.5) Metals are painted, galvanized or otherwise treated. Equipment older than 1978 should be checked for lead paint. Woods is naturally rot and insect resistant or treated from the bottom of the footing to 6 ⁿ above the surfacing (cromated coper arsenate (CCA), creosote, pentachlorophenal, tributal tin oxide and pesticides shall not be used on Playground equipment. Plastics are protected against ultraviolet fight.						
NNN NN			All fasteners a Lock washers, Hardware in m Moving susper (Steel cable of Cable ends are Hooks and con	Fasteners (ASTM F 1487-07ae1 Section 4.2) All fasteners are corrosion resistant or provided with corrosion resistant coating. Lock washers, self locking nuts or other locking means are provided for all nuts and bolts. Hardware in moving joints and deck supports are secured against unintentional loosening. Moving suspended items are connected with bearings or bearing surfaces to reduce friction and wear. Steel cable affixed to a hanger assembly performs as a bearing surface) Cable ends are inaccessible or capped. Hooks and connecting devices comply with all protrusion and entanglement requirements. All bolts are trianmed to a maximum of two threads						
	Θ	Ð	Tires do not tr	Tires (ASTM F 1487-07ae1 Section 4.3) Tires do not trap water. Tires do not have exposed steel belts.						
Pria	itenance rity: iments:		lition: Priority 1	2 Good, Priority 2	Needs repair	Compliant				
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Stairways, Ladders and Ramps Worksheet

(Complete one worksheet per Playground 2-12 year old users) Not intended to meet ADA/ABA specifications

Yes	No	N/A	General (ASTMF 1487-07ael Section 7.2) (CPSC #325-08 Section 5.2.1)								
\square			Rung ladders, arch climbers, tire climbers are not used as sole means of access to equipment intended for use by 2 to 5 year old users.								
		Ø	atforms over 6' high have an intermediate standing surface to allow the user to halt the ascent and use an alternate means of ecent. (CPSC #325 Section 10.1)								
N LI NN N NNNNNN			Stairways and Ladders comply with the dimensions shown on Table 2. (Attached) Steps and rungs shall be evenly spaced within a tolerance of .25 inches vertically. (ASTM F 1487-07ae1 Section 7.2.1) Risers are closed if the space is between 3.5" and 9" When risers are closed, tread design prevents accumulation of sand, water or other materials One set of stairs must have a transfer platform. The transfer platform has an access step Rungs and handrails have a diameter between .95" and 1,55". The preferred diameter is 1.25" Handrails are available at the beginning of first step. Handrails are not required for rung ladders (ASTM F 1487-07ae1 Section 7.2.6) Stairways and Ladders that have more than one tread have continuous handrails on both sides. Stairways and ladders that only have one tread have hand support on both sides. The vertical distance from front edge of step to the top surface of the handrail is between 22 and 38" Accesses such as rung ladders, flexible climbers, arch climbers and tire climbers have alternate hand gripping support The depth of tread on the outer edge on spiral stairs is 7 inches or greater (ASTM F 1487-07ae1 Section 7.3.1) If the design of the spiral stairs does not permit handrails on both sides, a continuous handrail is provided on the outside perimeter. Stairs and stepladders have a continuation of handrails from the access to the platform (ASTM F 1487-07ae1 Section 7.4)								
		e Condi	tion: 🖉 Good 🔲 Needs repair 📃 Vertical handrails								
Prior	nty:	[] Pr	iority 1 Priority 2 Priority 3 Compliant Loop handgrips								
Com	ments::										

Recommended dimensions for access ladders, stairs, and ramps AGE OF INTENDED USER			
Type of Access	2-5 Year Old Users	5-12 Year Old Users	
Ramps (not int	ended to meet ADA/ABA	specifications)	
Slope (vertical:horizontal)	<u>< 1:8</u>	≤ 1:8	
Width (single)	>12"	<u>> 16"</u>	
Width (double)	≥30″	> 36"	
itairways			
Slope	< 50 deg	< 50 deg	
Tread width (single)	<u>≥ 12'</u>	>16	
Tread w kith (double)	>30"	<u>></u> 36	
Tread depth (open riser	>7"	>8"	
Tread depth (closed riser)	>7"	>8"	
Vertical rise	>9"	<u><12"</u>	
Step Ladder			
Slope	50-75 deg	50-75 dog	
Tread width (single)	12-21"	>16"	
Tread width (double)	Not appropriate	>36"	
Tread depth (open riser)	27"	>31	
Tread depth (closed riser)	>7"	<u>>6"</u>	
Vertical rise	<u><9"</u>	<12"	
Rung ladders	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Slope	75-90 deg	75-90 deg	
Rung Width	>12"	>16"	
Vertical rise	<u><12"</u>	<u><12"</u>	
Rung dlamiter	0.95-1.55"	0.95-1.55"	

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P.4

PLAYGROUND SAFETY INSPECTION

Roofs Worksheet (Complete one worksheet per Structure) Roofs do not have Fall Height Requirements

Ves R			Roofs are 84 Roofs that as Roofs that as designated p Roof suppor	General (ASTM F 1487-07ael Section 8.14) Roofs are 84 inches above the underlaying designated Play Surface Roofs that are 84 inches above the underlaying designated Play Surface may be any angle Roofs that are an integral part of a play structure and less than 84 inches above the underlaying designated Play Surface have designated play surfaces Roof support members are designed to discourage climbing and have no designated play surfaces Roof support members do not have designated Play Surfaces						
Pric	ntenanco ority: nments:	(dition: Priority 1		Needs Repai					

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PLAYGROUND SAFETY INSPECTION

Signs and Labels Worksheet

(Complete one worksheet for each Playground)

Yes No N/A General (ASTM F 1487-07ael Sections 14 and 15) (CPSC #325-08 Section 2.2.5) Age appropriate signs or labels are installed. The correct user group is identified. Adult Supervision Required signs or labels are attached Adult Supervision Required signs or labels are attached All play structures have a manufacturer's identification. Custom equipment also carries the identification of the designer. All play structures and composite play structures have a warning label. The signal word WARNING is on the warning label. The Safety Alert Symbol precedes the signal word on the warning label. The warning label has the following message. WARNING: Installation over a hard surface such as concrete, asphalt, or packed earth may result in scrious injury or death from falls. The product warning labels meet legibility requirements. (The site management must replace labels if they are missing or not legible) Manufacturer: Mom D2 ~						Labels Labels	Signs Signs	
Manufactur Custom Desi		 \	1					Ng ng Maria Salahan Salahan
Community			IA			a - a 1979 (2014) - y State - Servin (10) (11) - 12		
Maintenance Priority:	e Condit		Good,	Needs repair	Z Compliant			
Comments:							and the second section of the second se	
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					ار میکند که این مرد با در می بود و بردی بردی میکنید و بردی بردی میکند از در میکند که از میکند ماکنی میکند. اور میکند از میکند از میکند از میکند و میکند و این میکند و این میکند و این میکند از میکند و این میکند و این میک			1797aadaadaa

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Project: <u>Neulow</u>

PLAYGRO	UND	SAFETY	INSPECTION

Surfacing Material Worksheet

(Complete	one	ionm	per	Play	ground)
· ·			1		0	ŗ.,

Fall Heights (CPSC #325 Section 2.4 Climbers and Horizontal ladders - the Platforms - the maximum height is: Merry-Go-Round - the maximum heig Seesaws - the maximum attainable hei Spring Rockers - the height of the seat Swings - the height of the pivot point is	maximum height of the structure is: ht of any part on the perimeter is ght is: or designated play surface is:				
Unacceptable surfacing materials (C	PSC #325 Section 2.4)				
Asphalt Concrete	Dirt Grass surfaces	CCA Treated Wood Mulch Carpet not tested to ASTM F 1292			
Unitary Materials Tile Mat	Poured-In-Place Bonded Wood Fiber	Artificial Turf with sand fill Artificial Turf with Crumb Rubber Fill			
Loose Fill Materials Shredded/recycled Rubber Sand	Pea Gravel Wood Mulch (non CCA treated)	Wood Chips Engineered Wood Fiber			
AS	TM F 1292 - Impact Attenuation and A	rfacing material complies with the requirements of STM F 1951 - Accessibility ad unitary products used on the playground.			
Manufacturer or source: Fibz	,t	Product Depth: 12"+ Critical height: 6			
Surfacing Material appears to be adeq		Additional Material required			
Maintenance Condition:					
 All loose fill materials must be level wear areas such as the ends of slide Additional loose fill materials must 	ed on a regular basis, (daily or weekly a s and to cover all footings. be added regularly (once a year or as re	as required) to assure that there is sufficient fall material in all quired) to maintain the required depth. Most equipment has if not please refer to the attached table.			
suppliers is only an approximation of surfa	ace Impact Values. The only way to be assumed as specified by ASTM F 1292. The Californ aging into the surfacing". This inspection do	the product. Depth comparison to available charts from CPSC and from red that the surfacing provides the proper impact attenuation value is to his Playground Specifications only requires visual inspection "insofar as it hes not include Field Testing for Impact Attenuation and no compliance			
Priority: Priority 1 Comments:	Priority 2 Priority 3 🕅	Compliant			
an a					

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	PLAYGROUND SAFETY INSPECTION Accessibility to Play Area Worksheet (Complete one worksheet for each Playground)	
	This worksheet only applies to the access ramp into the play area. All elements of the access route shall comply with ADA/ABA Accessibility Guidelines for Buildings and Facilitles.	
Yes No	N/A General (ASTM F 1487-07ae1 Section 10) (ADA/ABA Chapter 4) The Playground has an access point	
NNNNN	Accessible Curb Ramp (ADA/ABA Chapter 4 Section 406)Maximum slope is 1:12 (8.3%) A slope greater than 1:20 (5%) is considered a ramp.The minimum clear width of the curb ramp is 36" exclusive of curbs or side flairs.Ramp has minimum two inch high curbsMaximum slope of side flairs is 1:10 (10%)Maximum cross slope is 1:48Maximum length without handrails is less than 72"Vertical Changes of level under 1/4 inch high maximum are allowedChanges in level between 1/4 inch and 1/2 inch are beveled with a slope of less than 1:2	Actual Actual Actual Actual Actual
Priority: Comments	Priority 1 Priority 2 Priority 3 Compliant :	
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PLAYGROUND SAFETY INSPECTION Ground Level Access Route in Play Area Worksheet

(Complete one worksheet for each Playground)

Yes			General (ASTM F 1487-07ae1 Section 10) (ADA/ABA Chapter 10 Section 1008) The Playground has an access point (See Accessibility to Play Area Worksheet) Entire use zone of playground is surfaced with an accessible material If entire use zone is not accessible, at least one route shall be provided from perimeter to all accessible play structures or components. When the access and egress points are not the same, an accessible route is provided to each. Accessible play opportunities with different access and egress points must allow the user the opportunity to return unassisted to the original transfer point.	
			Ground Level Access Route in Play Area Maximum Running slope is 1:16 Maximum cross slope is 1:48 Vertical change of level under 1/4 inch high maximum is permitted Changes in level between 1/4 inch and 1/2 inch are beveled with a slope of less than 1:2	Actual Actual Actual Actual
			Width of Accessible Rout (Play Areas that are more than 1000 Square Feet) The minimum clear width of the accessibility route within the play area is 60" Restricted Minimum width is 24 inches for a distance of 60 inches Multiple Restricted Minimum width sections are separated by segments that are 60 inches wide and 60 inches long	Actual
		NNN	Width of Accessible Rout (Play Areas that are less than 1000 Square Feet) The minimum clear width of the accessibility route within the play area is 44" Accessible Routs exceeding 30 feet have at least one turning space that is 60" radius or T shaped Restricted Minimum width is 24 inches for a distance of 60 inches Multiple Restricted Minimum width sections are soparated by segments that are 60 inches wide and 60 inches long	Actual
Ø			Vertical Clearance The vertical clearance of the ground level access route is a minimum of 80"	
\square			Handrails Handrails are not required for ground level routs in the play area	
-	arity: nments	. 🗆	Priority 1 Priority 2 Priority 3 Compliant	
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PLAYGROUND SAFETY INSPECTION Transfer Systems on Play Equipment Worksheet (Complete one worksheet for each Playground)

Ves	No		General (ASTM F 1487-07ae1 Section 10) (ADA/ABA Chapter 10 Section 1008) Elevated Routes are exempt from the vertical clearance requirements 50% of elevated components must be on an accessible route reached by a ramp or transfer	
		Ą	Play Areas with 20 Elevated Play Components (see Accessibility of Equipment Worksheet) 25% of elevated components or more are accessible by ramp 25% of elevated components are accessible by transfer Play Equipment with less than 50% of play components accessible by ramp have additional ground level play components	
			Accessible Routs on the Structures (ADA/ABA Section 1008.2.4.2) Actual The minimum clear width of the access route on the equipment is 36" Actual Restricted Minimum width is 32 inches for a distance of 24 inches Actual Multiple Restricted Minimum width sections are separated by segments that are 48 inches wide Actual and 36 inches long Actual	
NNNNNN			Transfer Station (ADA/ABA Section 1008.3) Actual Between 11" and 18" above the accessible route or wheelchair accessible platform Actual 24" clear width Actual 14" deep Actual Transfer Station has Transfer Supports Actual Transfer station has transfer space 48 inches long and 30 inches wide Actual The 48 inch side is centered on and parallel to the 24 inch side 60" turning radius or minimum 36" wide T- shaped turning space The maximum cross slope of the transfer space is 1:48 the transfer station has an access step between the transfer station and the surfacing that complies with the requirements of accessible steps within the play structure. Actual	
			Accessible Platforms or steps within a play structure (ADA/ABA Section 1008.3) Vertical rise is less than 8" 24" clear width 14" deep	
	iority: mment	s:	Priority 1 Priority 2 Priority 3 Compliant	-
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				-

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PLAYGROUND SAFETY INSPECTION Elevated Access Route on Play Equipment Worksheet (Complete one worksheet for each Playground)

Yes Z			General (ASTM F 1487-07ae1 Section 10) (ADA/ABA Chapter 10 Section 1008) Elevated Routes are exempt from the vertical clearance requirements 50% of elevated components must be on an accessible route reached by a ramp or transfer Play Areas with 20 Elevated Play. Components (see Accessibility of Equipment Worksheet) 25% of elevated components or more are accessible by ramp
E		Ź	No more that 25% of clevated components are accessible by transfer Play Equipment with less than 50% of play components accessible by ramp have additional ground level play components
		Z	Accessible Routs and Ramps on the Structures (ADA/ABA Chapter 10 Section 1008.2.4.2) The minimum clear width of the access route on the equipment is 36" Restricted Minimum width is 32 inches for a distance of 24 inches Multiple Restricted Minimum width sections are separated by segments that are 48 inches wide and 36 inches long
		NNNN	Ramps on the Structure (ASTM F 1487-07ae1 Section 7.2)ActualMaximum slope is 1:12 (8.3%)ActualMaximum length is $\leq 12^{\circ}$ ActualLevel landing at top and bottom of each rampActual length is $\leq 12^{\circ}$ No gaps on the surface greater than $1/2^{\circ}$ Ramps that do not have barriers that extend to within 1 inch of the ramp or platform, ramps thathave 2 rails and no barrier or ramps where the barriers are beyond the edge of the ramp have raisedcurbs on both edges that are $\geq 2^{\circ}$ high.
			Landings and Platforms (ASTM F 1487-07ae1 Section 7.2.5) Actual
			 Handrails, (ASTM F 1487-07ae1 Section 7.2.6) Handrails are required on elevated ramps Handrail extensions are not required The top of handrail gripping surfaces shall be 20 inches (510 mm) minimum and 28 inches (710 mm) maximum above the ramp surface. Clearance between handrail gripping surface and adjacent surface is 1.5 inch minimum. Handrail gripping surfaces with a circular cross section have an outside diameter of 0.95 inch minimum and 1.55 inches maximum.
]	Z	Use Zone (ASTM F 1487-07ae) Section 7.1.2) Ramps, Platforms or other stationary bridges that connect an elevated access from the perimeter are exempt from the use zone fall requirements
-	riority: Commen	ts:] Priority 1 [] Priority 2 [] Priority 3 [] Compliant
-			
			Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety Inspections should be conducted by a NPSI certified Playground Safety Inspector January 23, 2009

PLAYGROUND SAFETY INSPECTION General Hazards Worksheet (Complete one worksheet for each Playground)

Yes Ø		N/A	General Requirements (ASTM F 1487-07ae1 Section 5) (CPSC #325-08 Section 3) Play equipment designed for a specific age group shall have all play activities on that equipment meet the requirements for that age group. Play structures are anchored to the ground or not be intended to be relocated.
Ø			Designated Play Surfaces (ASTM F 1487-07ae1 Section 7.5.5 Section 7.5.6 Section 8.3.6 and Section 8.6.1.2) Guardrails, Barriers, Equipment Support Posts and Swing Structures and do not have designated play surfaces.
			Head and Neck Entrapment (ASTM F 1487-07ael Section 6.1) (CPSC #325-08 Section 3.3.1) All completely bounded openings are less than 3.5" or larger than 9" (Openings that have the fall-surface as the lower boundaries are exempt.) All partially bound openings are in compliance (ASTM F 1487-07 Section 6.1.4) Depth of penetration issues comply with CPSC #325-08 Appendix B 2.6.4 Non rigid climbing components comply with CPSC #325-08 Appendix B 2.6.5 All angles are greater than 55 degrees. (CPSC #325-08 Section 3.3.2) (Angles that slope down or are horizontal are exempt.)
NN		H	Sharp Points and Sharp Edges (ASTM F 1487-07ael Section 6.2) (CPSC #325-08 Section 3.4) There shall be no sharp points or sharp edges on public play equipment The ends of all tubing shall be provided with caps or plugs that can not be removed. Cut off bolts shall be free of burrs, sharp points and sharp edges.
			Protrusions (ASTM F 1487-07ae1 Section 6.3) (CPSC $#325-08$ Section 3.2) No protrusions extend beyond the face of any of the three test gauges shown in Fig. A 1.10
			Entanglements (ASTM F 1487-07ae1 Section 6.4) (CPSC #325-08 Section 3.2) There shall be no entanglement hazards on public play equipment
Z			Crush, and Shearing Points (ASTM F 1487-07ae1 Section 6.5) (CPSC #325-08 Section 3.1) There are no accessible crush, or shearing points on playground equipment that could entrap a .62 dia. rod.
			Suspended Hazards (ASTM F 1487-07ae1 Section 6.6) (CPSC #325-08 Section 3.5) There are no single cables, wires, ropes or similar flexible components suspended between play units or from the ground to a unit within 45 degrees of horizontal unless it is above 84 inches high. The rope, cable or chain shall be fixed at both ends and not be capable of being looped back on itself, creating an inside loop perimeter greater than 5 inches. The rope or cable is a minimum of 1 inch at its widest cross-section dimension Chains and cables used for swings are exempt. Rope, cables and chain less than 7 inches long are exempt. Ropes are not used to suspend swings.
NNN			Tripping Hazards (CPSC # 325 Section 9.7) (CPSC #325-08 Section 3.6) All anchoring devices, including horizontal bars and footings are below ground level. There are no broken or raised sections of walkways There are no damaged (including separated vinyl) surfacing on the decks and ramps. the Geotextile fabric under the Loose Fill surfacing is not exposed.
М	aintena	ince Con	The second secon
	iority:		Priority 1 Priority 2 Priority 3 K Compliant
C	ommen	ts:	
	and the second secon		
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_			Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety Inspections should be conducted by a NPSI certified Playground Safety Inspector January 23, 2009

PLAYGROUND SAFETY INSPECTION
Guardrails and Barriers Worksheet
(Complete one worksheet per Playground)
Guardrails and Barriers are not required to surround designated play surfaces on play equipment for 2-12 year old users unless specifically required in ASTM F 1487-07ae1 Section 8
Yes No N/A Guardrails (ASTM F 1487-07ael Section 7.5.5) (CPSC #325-08 Section 5.1.3) Guardrails completely surround elevated surfaces except for entrances and exit openings necessary for each event. Guardrails contain no designated play surfaces
The maximum clear opening without a top horizontal guardrait is 15"
(Stairs, Ramps, and upper body equipment are exempted)
Top handrail on each side of ramps is between 26" and 28" Bottom handrail on each side of ramps is between 12" and 16"
Accessible ramps with guardrails have a rail within 2 inches of the ramp or a 2" high curb on both sides
2 to 5 year old users Decks over 20" but not over 30" have guardrails
Minimum height of top guardrail is 29" Maximum height of lower guardrail is 23"
5 to 12 year old users Decks over 30" but not over 48' have guardrails
Minimum height of top guardrail is 38" Maximum height of lower guardrail is 28"
Barriers (ASTM F 1487-07ae1 Section 7.5.6) (CPSC #325-08 Section 5.1.3) Barriers completely surround elevated surfaces except for entrances and exit openings necessary for each event Barriers contain no designated play surfaces The maximum clear opening without a top horizontal guardrail is 15"
(Stairs, Ramps, and upper body equipment are exempted) (Stairs, Ramps, and upper body equipment are exempted) Accessible ramps that require barriers have a handrail on both sides between 26" and 28" Accessible ramps with barriers have a 2" high curb on each side if the barrier is beyond the edge of the ramp
2 to 5 year old users Barriers are required on decks over 30".
Minimum height of barrier is 29" The openings preclude passage of the 3.5" torso probe
5 to 12 year old users Barriers on decks over 48". Minimum height of barrier is 38" The openings preclude passage of the 3.5" torso probe
Maintenance Condition: Ø Good, Needs repair
Priority Priority 1 Priority 2 Priority 3 Compliant Comments:

Worksheet provided by Safcplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety Inspections should be conducted by a NPSI certified Playground Safety Inspector January 23, 2009

PLAYGROUND SAFETY INSPECTION

Platforms Worksheet

(Complete one worksheet per Playground)

Yes	No	N/A	Audit Platforms (ASTM F 1487-07ael Section 7.5) (CPSC #325-08 Section 5.1.1)
			 Platform surfaces are horizontal within + 2* Platforms, landings, walkways and ramps do not trap water or debris. Max. difference in height for 2 to 5 year old users is 12" unless an access component is provided Max. difference in height for 5 to 12 year old users is 18" unless an access component is provided An access component is provided Infill openings on all decks and platforms over 30" do not exceed 3.5 " for 2 to 5 year old users (CPSC #325-08 Section 5.1.2) Infill openings on decks and platforms over 48" do not exceed 3.5 " for 5 to 12 year old users (CPSC #325-08 Section 5.1.2)
B		B	Use zone (ASTMF 1487-07ael Section 9.1) (CPSC #325-08 Section 5.3.2.1.4) Min. 6' in all directions from the perimeter of the unit Minimum distance between adjacent structures that are under 30" high is 6'. Minimum distance between adjacent structures that are over 30" high is 9'.
Z			Overhead Clearance (ASTM F 1487-07ae1 Section 9.8.4) Minimum clearance of 7' above designated play surfaces or pivot points of swings.
Mai	ntenanco	e Coni	lition: Z Good, Needs repair
Prio		-	riority 1 Priority 2 Priority 3 Compliant
d. and the same			

CONTRACTOR NO.			

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P.14

PLAYGROUND SAFETY INSPECTION

Accessibility of Play Equipment Worksheet (Complete one worksheet for each Playground)

ADAAO Section 15.6)

Step 1 - Count the total number of elevated play components

Slides Climbers Crawl Tubes Slide poles **Activity Panels** Talk Tubes **Overhead** Events Others Total number of elevated play components

Do not count decks, roofs, stairs, wheelchair ramps, access stairs, transfer points, activity panels at ground level, items not on composite play structures or free standing items.

Step 2 - Divide the total in Step 1 by 2

(Round up if necessary to find the total number of accessible elevated play components required) At least 50% of elevated components must be accessible. Total Number of elevated accessible play components Number of additional elevated accessible play components Required

Step 3

If the answer in Step 1 is 19 or less; access to the required number of elevated play components may be accomplished by transfer station or ramp. If the answer in step 1 is 20 or more; divide the number in Step 2 by 2. This is the number of accessible play components that must be reached by ramp.

Step 4 - Ground Level Accessibility

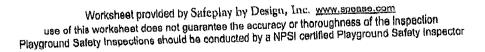
Slides Climbers Crawl Tubes **Activity Panels** Talk Tubes **Overhead** Events Swings Spring Events **Rocking Events** Spinning events Play Houses Others Total number of ground level play components

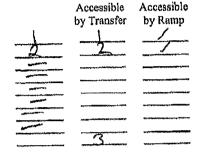
Number of accessible ground level components required (as per chart) Number of types of accessible ground level components Number of additional types of accessible ground level components Required

Ground Level Component Requirements

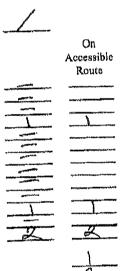
If 50% of the Elevated Components are accessible by ramp no ground level components are required; if not, ground level components must be provided based on the chart on the back of this form

Comments:









TO: 18586760638 Project: <u>1506160</u> P.15

PLAYGROUND SAFETY INSPECTION Climbers Worksheet (Complete one worksheet for each Climber)
(Complete one worksheet for each Chinder)
Intended age of user: Z 2 to S year old 5 to 12 year old 2 to 12 year old Installation Free Standing Deck Access Deck #1 Ht:, 4' Deck #2 Ht: 6'
The maximum height of a designated play surface for 2-5 year old is 60" Designated play surface Ht: <u>4'</u> The maximum height of a designated play surface for 5-12 year old is 84" (CPSC #325-08 Section 5.3.2.1.2)
Type: Rigid <u>5 p112</u> Non Rigid
Yes No N/A General (ASTM F 1487-07ae1 Section 7.3.2 and Section 8.2) (CPSC #325-08 Section 5.3.2) Rigid rungs do not twist or rotate around its own axis. Rung diameter is between .95" and 1.55" Climbers do not have interior climbing bars or other ridged structural components that a child may fall on. Climbers used for access are securely anchored at each end When one end of a flexible component is connected to the ground the anchor is beneath the minimum depth of protective surface Spaces between flexible components comply with CPSC #325-08 Appendix Section B 2.6.5 (the head probe passes through the space with a force of less than 50#) The perimeter of any flexible components are not sole access to other components (CPSC #325-08 Section 5.3.2.3) Free standing arch climbers are not recommonded for 2 to 5 year old users Arch climbers and flexible components are not sole access to other components (ASTM F 1487-07ae1 Section 7.3.2.1 and CPSC #325 Section 5.3.2.2) Vest by Flexible component used as access to other components (ASTM F 1487-07ae1 Section 7.3.2.4) The opening in the guardrail or barrier is less than 15" or has a top rail. The stepping surface for final access is not above the deck height. (ASTM F 1487-07ae1 Section 7.4.3) Ropes cables and chains are secured at both ends (CPSC #325-08 Section 5.3.2.3) Rese standing are not capable of being looped back on itself creating a loop with an inside diameter of ≥ 5" Guardralls and Barrier Panels (ASTM F 1
2-5 year old users Guardrails (20" to 30" decks) Barrier Panels (30" + decks) or on all decks
5-12 year old users Guardrails (30" to 48" decks) Barrier Panels (48" + decks) or on all decks
Use Zone (ASTM F 1487-07ae1 Section 9.3.2) (CPSC #325-08 Section 5.3.2.1.4) Minimum 72" in all directions from the perimeter of the unit Minimum distance between adjacent structures that are under 30" high is 72". Minimum distance between adjacent structures that are over 30" high is 108".
Maintenance Condition: Image: Condition in the conditin the condition in the condition in the co
Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety Inspections should be conducted by a NPSI certified Playground Safety Inspector January 23, 2009

PLAYGROUND SAFETY INSPECTION Slide Worksheet (Complete one worksheet for each Slide) Slides with one turn (360 deg.) or less are recommended for 2 to 5 year old users	
Intended age of user: X 2 to 5 year old 5 to 12 year old 2 to 12 year old Type of slide: Straight X Curved Spiral Roller Tube Height of Slide: L' Description Curved Scare	
Yes No N/A General (ASTMF 1487-07ael Section 8.5) (CPSC #325-08 Section 5.3.6) Platform Image: Platform Minimum length is 14" Minimum length is 14" Image: Platform Width is equal to or wider than width of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds are on both sides of slide Image: Platform Handholds	
Slide The height/length ratio of the sliding surface does not exceed 0.577 (30 deg.) No span of the sliding surface has a slope that exceeds 50 deg The slide rail on flat slides is a min. of 4" high for full length of the slide The slide chute width for 2 to 5 year old users is 12 inches or greater The slide has a maximum rotation of 360 degrees (2-5 year old users) The slide chute width for 5 to 12 year old users is 16 inches or greater Side height with curved cross section is 4" above 12" horizontal for 2 to 5 year old users Side height with curved cross section is 4" above 16" horizontal for 5 to 12 year old users The minimum interior diameter of tube slides is 23" Roller slides do not have any spaces more that 3/16" (ASTM F 1487-07ae1 Section 8.9.2.1) Embankment slide chute is maximum height of 12 inches above the underlying ground surface. (CPSC #325-08 Section 5.3.6.3.1)	
Exit region The slide has an exit region with a minimum length of 11" The slope is between 0 and - 4 Slides no more than 4' high have exit height no greater than 11'' Slides over 4" high to have an exit height between 7" and 15" Exit region to be rounded or curved	Actual Actual Actual
Use Zone (ASTM F 1487-07ae1 Section 9.6) (CPSC #325-08 Section 5.3.6.5) 6' from all portions of structure Exit use zone is equal to height of slide (6 foot minimum - 8 foot maximum)	Actual
Slide Exit Clearance Zone (ASTM F 1487-07ae1 Section 9.6.3) Slide clearance zone extends to the end of the use zone Side clearance is 21 " horizontal from inside face of side wall at top of sidewalls (Spiral slides are exempt on the inside radius) Side clearance zones of parallel slides may overlap 60" vertical from slide surface. (Spiral slides are exempt) Clearance zones of merging slides do not overlap	Actual
Slide Entanglement Zone (ASTM F 1487-07ael Section 6.4.1) (CPSC #325-08 Appendix B 2.3) Image: Ima	
Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety inspections should be conducted by a NPSI certified Playground Safety inspect January 23, 2009	.or

PLAYGROUND SAFETY INSPECTION Stationary Play Equipment Worksheet

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Desci	iption -	<u>Eleva</u>	
Desc	diption -	at Gr	ade: Kumper Fire-Standing Newigerer
	ority: mment		Priority 1 Priority 2 Priority 3 Compliant

Worksheet provided by Safeplay by Design, Inc. <u>www.spease.com</u> use of this worksheet does not guarantee the accuracy or thoroughness of the inspection Playground Safety inspections should be conducted by a NPSI certified Playground Safety inspector January 23, 2009



7. Design Build Schedule

See attached

otal	Total Project Completion : 150 Working Days	ing Di	SVE		May	June	ylut	August	September	October	Nov	November
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3	Site Survey.	5										
4	All Design	90										
5	Submit Plans F/Approval	10										
9	Corrections & Finalize Design	10										
7	Re-Submition & Approval	6					-					
1	Construction Permits	10										
8	Submittals	10										
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8. Additional Forms and Documents Required

- Non-Collusion Affidavit to be Executed by Bidder
- Contractors Certification of Pending Actions
- Equal Benefits Ordinance Certification of Compliance
- Lobby Prohibition, Certification and Disclosure
- Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
- Disclosure of Lobbying Activities
- Form AA15-Design-Build List of Subcontractors
- Form AA20 Design-Build List of Subcontractors Additive/Deductive Alternate
- Form AA30 Design-Build Named Equipment/Material Supplier List
- Form AA31 Design-Build Named Equipment/Material Supplier Additive/Deductive Alternate
- Form AA50 Subcontractors Past Participation List
- Form AA55 Suppliers Past Participation List

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California SS. County of being first duly sworn, deposes and lent says that he or she is 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: 0 Title: day of February ,2012 Subscribed and sworn to before me this Notary Public **CECILIA GALVAN** Commission # 1951834 Notary Public - California (SEAL) San Diego County ty comm. Expires Sep 11, 201

Non-collusion Affidavit Attachment D Views West Neighborhood Park ADA Upgrades Design-Build Contract

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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 ten 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.

 \checkmark 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 ten 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:

		1
Contract	or Name 3-D Enterprises (Inc	
	By S. Elihu, a Title VICO Resident	
Certified	By S.Elihu, Title Vice Resident	
	Nome () < The ULL TE SIGNIT	
	Date 2 21 12	
	By S.Elihu Title Vice President Signature Date 2/21/12	

USE ADDITIONAL FORMS AS NECESSARY

For additional information, contact: CITY of SAN Dieso COMPANY INFORMATION Company Name: 3-D Enterprises Inc. Company Name: 3-D Enterprises Inc. Company Name: 3-D Enterprises Inc. Company Name: 3-D Enterprises Inc. Company Address: (ISOU Sourch's Valley 20, 255 Contact Prince (ST9) 533-3948 Eat Deate: Source Inc. Contract Number (If no number, state location): (2-12-3) Contact Email: Shourd Body Contact Number (If no number, state location): (2-12-3) Contact Prince: Source Inc. Contract Number (If no number, state location): (2-12-3) Contact Email: Shourd Body Contact Prince: Source Inc. Source Inc. Source Inc. Contract Number (If no number, state location): (2-12-3) Contact Email: Shourd Body Contact Email: Shourd Body Contact Inc. Source Inc. Sou	·	BID	DING DOCUME	NTS	
Company Name: 3-D Enterprises inc. Contact Imam: S. Elihou Company Address: (12:00) Solient-biology 2:0, 255 Contact Email: Shum 0:32-07-0710 Son Diego, CA 92:12.1 Contact Email: Shum 0:32-07-0710 Contract Title: 2011:RACTINEORMATION Contract Email: Shum 0:32-07-0710 Contract Title: 2011:RACTINEORMATION Contract Imail: Shum 0:32-07-0710 Contract Number (If no number, state location): 22-75-058-0531-335 End Date: Contractor shall offer a qual benefits to employees with spouses and employees with domestic partners. Benefits include health, when insurance, pension/01(16) plans: Preavement, family, perset leave; discounts, child care; travel/elocation expenses; employee assistance programs; credit union membership; or any other benefit. • Any benefit not offer a enuployee with a spouse, is not required to be offered to an employees at time of hire and during open enrollment periods. Contractor shall obt offer due of firm's equal benefits policy in the workplace and notify employees at me of hire and during open enrollment periods. Contractor shall obt offer a contract. • Contractor shall obt offer due of firm's equal benefits policy in the workplace and notify employees at the of hire and during open enrollment periods. Contractor shall obt offer an enployee with a compliance with EBO cartification of Campliance, signed under penalty of pelyny, prior to award of contract.	•	CATION OF COMPLIANCE		CITY 0 Equal Be 202 C Street, MS 9A Phone (619) 533-394	F SAN DIEGO NEFITS PROGRAM , San Diego, CA 92101
Company Address: [17:00] SULPTINE Valley, 20, 255 Contact Phone: §58-202-0410 Son Dego, CA, 92.12.1 Contact Email: Show MG23-NF-O Contract Title: 247 Views West Nethods (No.00) (Avk ADA Start Date: Contract Number (if no number, state location): (∠-Y2-91.08-D63 - 3/3) End Date: SUMMARY OF EQUAL BENETITS ORDINANCE REQUIREMENTS The Equal Benefits ordinance (EBC) 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 durate of the contract. To comply: Contract Number (and the equal benefits to employee assistance programs, credit union membership: or any other benefit. - Contractor shall offer equal benefits as pouse, is not required to be effect to a employee with a domestic partner. - 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 efficient to an employee with a domestic partner. Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. - Contractor shall allow City access to records, when requested programs, and the provide as evaluable at www.sandleg.gouida/initistration. - Provides equal benefits to spouses and domestic partners. - Provides equal benefits to spouses and domestic partners. - Provides equal benefits to spouses or domestic partners. - Provides equal benefits to spouses or domestic partners. - Provides equal benefits to spouses or domestic partners. - Has on empl		CC	MPANY INFORMAT	ION	
Company Address: [1/300] Solient 5: Value, 2.0, 255 Contact Phone: 858-202-0410 Son Diego, CA 92.12.1 Contact Email: Shound 3: Shound 3: Contact Email: Shound 3: Contact Should Should State 2: A02 for the duration of the contract 5: Comply: Contract shall offer equal benefits to employees with spouses and employees with domestic partners. Benefits include health, dental, vision insurance; pension (2014) (2016) (2014) (201	Company Nar	ne: 3-D Enterprise	s.Inc	Contact Name	S. Elihi
Son Diego, CA g2121 Contract Time Contract Number (if no number, state location): L > Y2 - 51 (L & DA Start Date: Contract Time Contract Time Contracts Submet Contract Solution Contracts Submet Contract Number (if no number, state location): L > Y2 - 51 (L & DA Start Date: Submet Contract Number (if no number, state location): L > Y2 - 51 (L & DA Start Date: Submet Contract Solution Contracts The Contracts Solution Recomposes: 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 solve totice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. Contractor shall solve totice of firm's equal benefits on Compliance, signed under penalty of periury, 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.sandlego.gov/administration. I affirm compliance with the EBO because my firm (contractor must <u>select one</u> reason): Provides equal benefits to spouses and domestic partners. I affirm compliance with the EBO because my firm (contract must <u>select one</u> reason): I reques the City's approval to pay a	Company Add			Contact Phone	
Contract Title: PP Vicus West Network ADA Start Date: Contract Number (if no number, state location): Le Y2.—51 LeS-DB1-36 End Date: SUMMARY OF EQUAL BENETIS ORDINANCE REQUIREMENTS The Equal Benefits Ordinance [EB0] requires the City to enter into contracts only with contractors who cortactly they will provide and maintain equal benefits as defined in SDNC \$22.4302 for the duration of the contract. To comply: Contractor shall offer equal benefits to employee swith spouses and employees with domestic partners. Benefits Include health, dental, vision insurance; pension/401(k) plans; breavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. Any benefits notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open annollment periods. Contractor shall submit EBO Cartification 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.sandlego.gov/administration. CONTRACTOR EQUAL BENEFITIS ORDINANCE CERTIFICATION Please indicate your firm's compliance status with the EBO. The City may request supporting documentation. CONTRACTOR EQUAL BENEFITIS ORDINANCE CERTIFICATION Please indicate your firm's compliance status with the EBO. The City may request supporting documentation. Contract rowides equal benefits to spouses and domestic partners. Contract or shall be on benefits to spouses and domestic partners. Contract 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 or 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 to spouses but not domestic pa		Concine tou			000 2020110
Contract Title: PAP Vicus West Neurobor Nood Park ADA Start Date: Contract Number (if no number, state location): K-Y2-51 608-D81-3-8 End Date: SUMMARY OF EQUAL DENEFTS CONTRACTOR POINTANCE REQUIREMENTS The Equal Benefits ordinance (EEO) 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 enroliment periods. Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. Contractor shall allow City access to records, when requested to the DBO and Rules Implementing the EBO are available at www.sandego.govidaministration. Contractor shall allow City access to records, when requested confirm compliance with EBO requirements. Provides no benefits to spouses and domestic partners. Contractor shall allow City appliance 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 no benefits to spouses or domestic partners. Contractor shall available bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired. I request the City's approved to pay affected employees a cash equivalent in lie			ferren in the second se		Shundarman
Contract Number (if no number, state location): ¹ / ₄ - 12 - 51 (& - 2) - 32 End Date: The Equal Benefits Ordinance [EE0] requires the City to enter into contracts only with contracts: who cartify they will provide and maintain equal benefits a defined in SDM (\$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 membrying; 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 alow City access to records, when requested, to confirm compliance with EBO requirements. • Contractor shall submit <i>EBO Certification of Compliance</i> , 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.sandlego.gov/administration. I affirm compliance status with the EBO. The City may request supporting documentation. I affirm compliance status with the EBO the cartners. I affirm compliance status with the EBO terve in an environ of the availabile to provide equal benefits and verify my firm made a reasonable effort to its not able to provide equal benefits and verify my firm made a reasonable effort to its not able to provide equal benefits available to spouses but not domesti	Contract Title				Start Date:
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS The Equal Benefits Ordinance (EEQ) requires the City to enter into contracts only with contracts. Who cartify they will provide and maintain equal benefits a 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 glow City access to records, when requested, to confirm compliance with EBO requirements. Contractor shall submit <i>EBO Certification of Compliance</i> , signed under penalty of perjury, prior to award of contract. NOTE: This summary is provided tor conventence. Full text of the EBO and Rules Implementing the EBO are available at <i>www.sandlego.gov/administration.</i> Image: Contractor shall allow City access to records, when requested, provides to provide sequence with the EBO because my firm (<i>contractor must select ong reason</i>): Provides requires the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable offort but is not able to provide equal benefits and verify my firm macda a reasonable offort but is not able to provide equal benefits to code sexualabile to contract award. I agree to notify employees of the availability of a cash equivalent for benefits availabile to spous			12-12-5168	DR1-22	
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	Receipt Date:				

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. <u>Conditions on use of funds</u>

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. <u>Certification and Disclosure</u>

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. <u>Certifications must be filed:</u>
- (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. <u>Disclosure Forms-LLL</u> 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, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE Complete this form to			
1. Type of Federal Action: a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Fea b. initial awa c. post-award	application rd l	3. Report Type: a. initial finding b. material change For Material Change Only year quarter date of last report
 4. Name and Address of Reporting ✓ Prime □ Subaward Tier Congressional District, <i>if known</i>: 		and Address of]	Entity in No. 4 is a Subawardee, Enter Name Prime: al District, <i>if known:</i>
6. Federal Department/Agency:			gram Name/Description:
8. Federal Action Number, if know	'n:	CFDA Number, 9. Award Amor \$	<i>if applicable:</i> unt, if known:
10. a. Name and Address of Lobby (if individual, last name, first	ing Entity name, M)	b. Individuals Pe from No. 10a) (last name, first na	e rforming Services (including address if different ame, MI):
· · · · ·	(attach Continuation She	eet(s) SF-LLLA, if neces	recurry)
11. Amount of Payment (check all the signal of signal check all the signal check all the signal check all that signal check all that signal check all that signal check all that signal check all the sis the si	nat apply) I D planned apply)	13. Type of Pay □ a. retainer □ b. one-time lee □ c. commission □ d. contingent fee □ e. deferral □ f. other: specify:	vment (check all that apply) e
14. Brief Description of Services Po employee(s), or Member(s), con	erformed or to be Po	erformed and Dat	te(s) of Service, Including officer(s),
	(attach Continuation She	et(s) SF-LLLA, if neces	1100
15. Continuation Sheet(s) SF-LLLA 16. Information requested through this for misaultor		Yes No	AXAX
16. Information requested through this for misauthor 1352. This disclosure of lobbying activities is a upon which reliance was placed by the tier above v or entered into. This disclosure is required pursi information will be reported to the Congress semi- for public inspection. Any person who fails to file subject to a civil penalty of not less that \$10,000 a each such failure.	material representation of fact when this transaction was made nant to 31 U.S.C. 1352. This annually and will be available the required disclosure shall be	Signature: Print Name: Title: Telephone No.: §	<u>2. Flihu</u> <u>2 sident</u> <u>3582020410</u> Date: <u>2/21/12</u>
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Approved by OMB0348-0046

Reporting Entity:	Pageof
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Authorized for Local Reproduction Standard Form - LLL-A

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DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builders'own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder's attention is directed to the Special Provisions - General; the Work. The PERCENT VALUE of the total Bid to be performed shall be stated for all Subcontractors listed. Failure to comply with this requirement shall achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SIVVOSEO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name: A 40. HOSAM i Address: 4247 N-Cuchen State: CA City: CPC(N-State: CA Zip: Phone: 760(0728 CG	Corol.	Demo	2.4.1	5DB		
Name: IN-LANE Address: P-0. Box 2U37 City: 20MMA State: CA Zip: 72005 Phone: 7407840282	Const.	line, (2.9./.	DBE	MATRA	
N SOL	Const	Asphalt	5.09.1	DBE, WEG.	CACTEANS	
0 As appropriate, Design-Builder 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 0 As appropriate, Design-Business Enterprise 0 Certified Minority Business Enterprise 0 MBE Certified Woman Business Enterprise 0 MBE Certified Disadvantaged Business Enterprise 0 Other Business Enterprise DBE 0 Certified Small Local Business Enterprise BLI 0 Certified Small Local Business Enterprise ELL 0 Certified Small Local Business Enterprise Stall Disadvantaged Business	ntify Subcontractor as e aprise tise	one of the follow MBE DBE OBE SLBE	ing and shall include a valid proof of cer Certified Woman Business Ent Certified Disabled Veteran Bus Certified Emerging Local Busi Small Disadvantaged Business	aall include a valid proof of certification (except Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business	except for OBE, SL prise	BE and ELBE): WBE DVBE ELBE SDB
Woman-Owned Small Business Woman-Owned Small Business Service-Disabled Veteran Owned Small Business SDVO:	II Business cate if Subcontractor is	WoSB SDVOSB st certified by:	HUBZone Business	S		HUBZone
City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	neral Services	CTTY CPUC CADoGS	State of California D San Diego Regional City of Los Angeles	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles	rtation versity Council	CALTRANS SRMSDC LA
The Design-Builder will not receive any subcontracting part OBE, SLBE and ELBE).	racting participation]	ол percentages if tl	on the percentages if the Design-Builder fails to submit the required proof of certification (except for	ss Administration ubmit the required pr	oof of certification	SBA (except for
Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY Form Number: AA15 Attachment D	BCONTRACTORS TC) BE INCLUDE	D IN THE TECHNICAL (N	ON-PRICE) PROPOS/	ATNO TF	

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DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

the portion of the work which will be done by each Subcontractor under this contract. The Design-Builder shall list only one Subcontractor for each portion of 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 Design-Builder 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 Design-Builder's total Bid. The Design-Builder shall also list below Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Design-Builders'own forces. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards the Work. The PERCENT 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 Design-Builder's attention is directed to the Special Provisions - General; achieving any mandatory, voluntary, or both subcontracting participation percentages.

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NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZONG, OR SDVOSRO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP	
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 As appropriate, Design-Builder 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 Certified Disadvantaged Business Enterprise Certified Disadvantaged Business Enterprise Certified Small Local Business Enterprise Moman-Owned Small Business Moman-Owned Small Business Service-Disabled Veteran Owned Small Business Moman-Owned Small Business Subtropriate, Design-Builder shall indicate if Subcontractor is certified by: 	ntify Subcontractor as (erprise drise ull Business icate if Subcontractor i	one of the follow MBE DBE OBE SILBE WoSB SDVOSB s certified by:	ving and shall include a valid proof of cer Certified Woman Business Ent Certified Disabled Veteran Bu Certified Emerging Local Busi Small Disadvantaged Business HUBZone Business	all include a valid proof of certification (except Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	xcept for OBE, SI prise nise	LBE and ELBE). WBE DVBE ELBE SDB HUBZone	-
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Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY Form Number: AA15 Attachment D	BCONTRACTORS TV	O BE INCLUDE	ED IN THE TECHNICAL (N	ON-PRICE) PROPOS/	ATNO TA	*	

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DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY (USE ONLY WHEN ALTERNATES ARE REQUIRED) ADDITIVE/DEDUCTIVE ALTERNATE

perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. Failure to The Design-Builder shall list all Subcontractors described in the Design-Builder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Design-Builder shall also list additional Subcontractors not described in the Design-Builder's Base Bid who, as a result of the alternates, will comply with this requirement shall result in the bid being rejected as non-responsive and ineligible for award. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	PERCENT VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUTZone, OR SDVOSB©	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP	F*************************************
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 U As appu Certi Certi Other Certi Wom Wom Servi Ø As appr 	As appropriate, Design-Builder 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 DVI Certified Disadvantaged Business Enterprise DVI Other Business Enterprise DBE Certified Emerging Local Business Enterprise EIJ Certified Small Local Business Enterprise Business Enterprise EIJ Certified Small Business Enterprise Business Enterprise EIJ Service-Disabled Veteran Owned Small Business Subcontractor is certified by: As appropriate, Design-Builder shall indicate if Subcontractor is certified by:	i one of the following MBE DBE OBE SLBE WoSB SDVOSB is certified by:	and shall in Certif Certif Small HUB3	all include a valid proof of certification (except Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	artification (except for nterprise usiness Enterprise siness Enterprise ss	OBE, SLBE and	I ELBE): WBE DVBE ELBE SDB HUBZone	_
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The Design-Builder will OBE, SLBE and ELBE).	The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).	on percentages if th	ne Design-B	uilder fails to submit	the required proof o	of certification	except for	
Form Title: DES Form Number: Attachment D	Form Title: DESIGN-BUILD LIST OF SUBCONTRACTORS TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY ADDITIVE/DEDUCTIVE ALTERNATE Form Number: AA20 Attachment D	CLUDED IN THE TE	CHNICAL ()	NON-PRICE) PROPOSA	AL ONLY ADDITIVE/L	DEDUCTIVE AL	TERNATE	

Views West Neighborhood Park ADA Upgrades Design-Build Contract

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DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY

provided, listed firm will be credited at 60% of the listed **PERCENT VALUE** for purposes of calculating the subcontractor participation percentages, Suppliers will receive 60% credit of the listed **PERCENT VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited amount to be paid to the Suppliers for such materials/supplies unless vendor manufactures or substantially alters materials/supplies in which case 100% will be percentages, vendors/suppliers will receive 60% credit of the listed PERCENT VALUE, whereas manufacturers will receive 100% credit. If no indication subcontracting participation percentages shall submit with the Bid the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, should have the name, locations (City) and the PERCENT VALUE of the Suppliers. The Design-Builder will be credited up to 60% of the credited. The Design-Builder shall indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation The Design-Builder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both

at 60% of the listed PERCENT VALUE for purposes of calculating the subcontractor participation percentages.	purposes of calculat	ing the subcontractor p	articipation per	centages.	provided, listed firm will	be credited
ME, ADDRESS AND UMBER OF VENDO	MATERIALS OR SUPPLIES	PERCENT VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED@
Name: JANUES MORTINE Address: P.O. DOX (OD) City: DONSall State: CA Zip: 92003 Phone: 7607787054	Material	3-037/	Y	2	DNBE	UAD.65
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 As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by: City of San Diego City of San Diego City of San Diego California Public Utilities Commission California's Department of General Services CADoGS State of California's Department of General Services CADoGS State of California CADoGS CADOGS<td>icate if Vendor/Supplic neral Services racting participation</td><td>r is certified by: CITY CPUC CADoGS CA Percentages if the Desig</td><td>State of California I San Diego Regional City of Los Angeles U.S. Small Business p-Builder fails to sul</td><td>State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration -Builder fails to submit the required proof of certifica</td><td>tion (exce</td><td>CALTRANS SRMSDC LA SBA SBA</td>	icate if Vendor/Supplic neral Services racting participation	r is certified by: CITY CPUC CADoGS CA Percentages if the Desig	State of California I San Diego Regional City of Los Angeles U.S. Small Business p-Builder fails to su l	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration -Builder fails to submit the required proof of certifica	tion (exce	CALTRANS SRMSDC LA SBA SBA
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MENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY Views West Neighborhood Park ADA Upgrades Design-Build Contract **AA30** Form Number: Attachment D

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BIDDING DOCUMENTS DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER ADDITIVE/DEDUCTIVE ALTERNATE TO BE INCLUDED IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY The Design-Builder shall list all Suppliers IN THE TECHNICAL (NON-PRICE) PROPOSAL ONLY The Design-Builder shall list all Suppliers described in the Design-Builder's Total Proposed Price whose percentage of work will increase or decrease if alternates are selected for award. The Design-Builder shall also list additional Suppliers not described in the Design-Builder's Total Proposed Price whose percentage of work will increase or decrease if a ternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of 0.5%. The Design-Builder shall list all SLBE, ELBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Suppliers that Design-Builders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.	NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	Name:Address:	City:	Name:	Address:	Varue -	Address:	City: State:	Zip:Phone:
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WBE DVBE ELBE SDB HUBZone CALTRANS State of California Department of Transportation Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Certified Woman Business Enterprise Small Disadvantaged Business HUBZone Business As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by: SDVOSB WoSB SLBE CITY OBE DBE NUBL Service-Disabled Veteran Owned Small Business Certified Disadvantaged Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Other Business Enterprise City of San Diego 0

SBA $\mathbf{L}\mathbf{A}$ The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification U.S. Small Business Administration City of Los Angeles **CADoGS** ₹ C State of California's Department of General Services (except for OBE, SLBE and ELBE) State of California

CPUC

California Public Utilities Commission

SRMSDC

San Diego Regional Minority Supplier Diversity Council

Form Title: DESIGN-BUILD EQUIPMENT/MATERIAL SUPPLIER ADDITIVE/DEDUCTIVE ALTERNATE TO BE INCLUDE IN TECHNICAL (NON-PRICE) PROPOSAL ONLY Views West Neighborhood Park ADA Upgrades Design-Build Contract **AA31** Form Number: Attachment D

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SUBCONTRACTORS PAST PARTICIPATION LIST

The Design-Builder shall complete this form for each project listed in response to RFQ or a 1 step process for a RFP. Subcontractors Past Participation List shall include name, address and telephone number (including area code) for each Subcontractor who participated in the referenced project. The Design-Builder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages. Ę Skat Durne DOLLAR VALUE OF PROJECT: NAME OF PROJECT: [TYPE OF PROJECT:

SBA The Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification City of Los Angeles U.S. Small Business Administration CA (except for OBE, SLBE and ELBE).

CADoGS

State of California's Department of General Services

State of California

California Public Utilities Commission

City of San Diego

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CPUC CITY

CALTRANS SRMSDC LA

San Diego Regional Minority Supplier Diversity Council State of California Department of Transportation

As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

SUBCONTRACTORS PAST PARTICIPATION LIST Views West Neighborhood Park ADA Upgrades Design-Build Contract AA50 Form Number: Attachment D Form Title: