# **City of San Diego**

CONTRACTOR'S NAME:

ADDRESS: TELEPHONE NO.:

FAX NO.:

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633 S Bose/BD/Lad

## CONTRACT DOCUMENTS



## FOR

## TORREY HIGHLANDS PARK – PLAY AREA UPGRADES

VOLUME 1 OF 2

BID NO.:	K-14-5958-DBB-3	
SAP NO. (WBS/IO/CC):	S-11020	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	GB	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- ▷ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐

## **BID DUE DATE:**

## 2:00 PM JUNE 4, 2014 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTING GROUP 1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C SAN DIEGO, CA 92101

## **ENGINEER OF WORK**

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

Registered Engineer/Architect

2) For City Engineer

4 14/14

Date



Bid No. K-14-5958-DBB-3 Torrey Highlands Park - Play Area Upgrades Volume 1 of 2 (Rev. Mar. 2014)

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## CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

- 1. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Torrey Highlands Park Play Area Upgrades** Project.
- 2. SUMMARY OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described in ATTACHMENT A.
- **3. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

#### 4. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

1.	SLBE participation	3.7%
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2. ELBE participation <b>6.2</b>
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- 3. Total mandatory participation 9.9%
- **4.2.** The Bidders are strongly encouraged to attend the Pre-Bid Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: <u>http://www.sandiego.gov/eoc/</u>
- **4.3.** The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
  - **4.3.1.** Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

**4.3.2.** Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within **3 Working Days** of the Bid opening if the overall mandatory participation percentage is not met.

#### 5. **PRE-BID MEETING:**

- **5.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre- qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101 at 10:00 A.M., on May 15, 2014.
- **5.2.** All potential bidders are encouraged to attend.
- **5.3.** To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

#### 6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **6.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 7. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.

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

## 8.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

**8.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at <u>http://www.dir.ca.gov/dlsr/statistics\_research.html</u>. 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.

- **8.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 8.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.
- **8.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

#### 9. INSURANCE REQUIREMENTS:

- **9.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **9.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

## **10. PREQUALIFICATION OF CONTRACTORS:**

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

#### http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- **10.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, 14<sup>th</sup> Floor, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <u>dstucky@sandiego.gov</u>.
- **11. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

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

- 12. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- **13. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **14. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.

**15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

#### 16. AWARD PROCESS:

- **16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **16.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 17. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

#### **19.** SUBMISSION OF QUESTIONS:

**19.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracting Group 1010 Second Avenue, 14<sup>th</sup> Floor San Diego, California, 92101 Attention: [Contract Specialist listed on the front cover hereof]

OR:

Email address of the Contract Specialist listed on the front cover hereof.

- **19.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **19.3.** Clarifications deemed by the City to be material shall be issued by Addenda and uploaded to the City's online bidding service.

- **19.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- 20. ELIGIBLE BIDDERS: No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 21. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- **22. PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
  - **22.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
  - **22.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
  - **22.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
  - **22.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

**23.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a

guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.

- **23.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **23.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

#### 24. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **24.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **24.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **24.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **24.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- **24.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works 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."
- **24.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **24.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **24.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

#### 25. BID RESULTS:

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

#### **26. THE CONTRACT:**

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

next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 27. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **28. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **28.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **28.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **28.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - **28.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **28.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **28.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  - **28.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### **29. PRE-AWARD ACTIVITIES:**

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

#### **30. ADDITIVE/DEDUCTIVE ALTERNATES:**

- **30.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- **30.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## 31. REQUIRED DOCUMENT SCHEDULE:

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA45 - Subcontractors Additive/Deductive Alternate

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
9.	WITHIN 3 WORKING DAYS OF BID OPENING	ALL BIDDERS	SLBE Good Faith Efforts Documentation
10.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Form AA60 – List of Work Made Available
11.	WITHIN 3 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
18.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
19.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

## **CONTRACT FORMS**

## AGREEMENT

## **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Alvand Construction</u>, herein called "Contractor" for construction of <u>Torrey Highlands Park - Play Area Upgrades;</u> Bid No. <u>K-14-5958-DBB-3</u>; in the amount of <u>Six Hundred Twenty-Six Thousand Dollars and</u> <u>00/100 (\$626,000.00)</u>, which is comprised of the Base Bid Alone

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled <u>Torrey Highlands Park Play Area Upgrades</u>, on file in the office of the Public Work Department as Document No. WBS <u>S-11020</u>; as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner <u>Torrey Highlands Park Play Area Upgrades</u>, Bid Number <u>K-14-5958-DBB-3</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

## **CONTRACT FORMS (continued)**

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to or <u>Municipal Code 22.3107</u> authorizing such execution.

THE CITY OF SAN DIEGO

#### APPROVED AS TO FORM AND LEGALITY

Print Name: <u>Stephen Samara</u> Senior Contract Specialist

Date: 9-2-2014

Jan I. Goldsmith, City Attorney

By

Print Name:

Date:

#### CONTRACTOR

By Alvand Construction, Inc.

Print Name: Chris Ashtari

Title: president

Date:

City of San Diego License No.:\_\_\_\_\_

State Contractor's License No.: 628799

Torrey Highlands Park - Play Area Upgrades Contract Forms Volume 1 of 2 (Rev. Mar. 2014)

## **CONTRACT FORMS**

## ATTACHMENTS

#### EXECUTED IN TRIPLICATE BOND NO. 2183755 PREMIUM: \$9,635.00

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

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

#### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>Alvand Construction, INC.</u>, a corporation, as principal, and <u>NORTH AMERICAN SPECIALTY 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 Twenty-Six Thousand Dollars and 00/100 (S626,000,00)</u>, for the faithful performance of the annexed contract, and in the sum of <u>Six Hundred Twenty-Six Thousand Dollars and 00/100</u> (<u>\$626,000.00</u>), for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>Torrey Highlands Park - Play</u> <u>Area Upgrades</u>, Bid Number <u>K-14-5958-DBB-3</u>, 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.

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

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

Dated\_\_\_\_\_JUNE 16, 2014

Approved as to Form and Legality

ALVAND CONSTRUCTION, INC. Principal

KEYKHOSROW ASHTARI, PRESIDENT Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney By

Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety By

MARK D. IATAROLA, Attomey-in-fact

Approved:

Bъ

Stephen Samara, Schior Contract Specialist

6 HUTTON CENTRE DRIVE, SUITE 850 Local Address of Surety

SANTA ANA, CA 92707 Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

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

Premium \$ 9,635.00

Bond No. 2183755

Torrey Highlands Park - Play Area Upgrades Contract Forms Attachments Volume 1 of 2 (kev. Mar. 2014) 21 | Page

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

. . .

14

STATE OF CALIFORNIA	1
County of SAN DIEG	<u>o                                    </u>
On6/16/2014 before a	me,MICHELLE M. BASUIL, NOTARY PUBLIC , Here Insert Name and Title of the Officer
personally appeared	KEYKHOSROW ASHTARI Name(s) of Signer(s)
MICHELLE M. BASUI COMM # 2034911 SAN DIEGO COUNTY NOTARY PUBLIC-CALIFOR MY COMMISSION EXPIR AUG. 24, 2017 Place Notary Seal Above	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	OPTIONAL
Though the information below is not r and could prevent fraudule.	equired by law, it may prove valuable to persons relying on the document nt removal and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: PERFORMA	NCE BOND AND LABOR AND MATERIALMEN'S BOND
Document Date: 6/16/2014	Number of Pages: 2
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Trustee	🗆 Individual

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA		l
County of	SAN DIEGO	}
On <u>6/16/2014</u> Date	before me,	MICHELLE M. BASUIL, NOTARY PUBLIC, Here Insert Name and Title of the Officer
personally appeared		MARK D. IATAROLA Name(s) of Signer(s)
		who proved to me on the basis of satisfactory evidence to be the person( <del>o</del> ) whose name( <del>o</del> ) is/ <del>are</del> subscribed to the within instrument and acknowledged to me that he/ <del>she/they</del> executed the same in his/ <del>her/thei</del> r authorized capacity( <del>ies</del> ), and that by his/ <del>her/their</del> signature( <del>o</del> ) on the instrument the person( <del>o</del> ), or the entity upon behalf of which the person( <del>e</del> ) acted, executed the instrument.
	CHELLE M. BASUIL DMM # 2034911 N DIEGO COUNTY Y PUBLIC-CALIFORNIA Z	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MY C	OMMISSION EXPIRES	Witness my hand and official seal.
Place Notary		Signature michellam, Manuel
		OPTIONAL
Description of Attached	Document	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Title or Type of Documer	It: PERFORMANCE BON	D AND LABOR AND MATERIALMEN'S BOND
Document Date: 6/16/2014		Number of Pages: 2
Signer(s) Other Than Na	med Above:	
Capacity(ies) Claimed I	by Signer(s)	
Signer's Name: <u>MARK D.</u> Individual  Corporate Officer — Tit  Partner — Limited [  Attorney in Fact  Guardian or Conservato  Other:  Signer Is Representing:	Ile(s): ] General <b>RIGHTTHUMBPF</b> OF SIGNER r Top of thumb he	Partner —      Limited      General     Attorney in Fact     Trustee

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#### NAS SURETY GROUP

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

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

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

GLENDA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

#### FIFTY MILLION (\$50,000,000,00) DOLLARS

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

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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their May official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of , 20 14 .

> North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

SS:

May , 20<sup>14</sup>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of On this 9th day of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman. Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



anna A

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of

. 20 14 . e.

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

## **CONTRACTOR CERTIFICATION**

## **DRUG-FREE WORKPLACE**

#### PROJECT TITLE: **Torrey Highlands Park - Play Area Upgrades**

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

<u>Alvand</u> <u>Construction</u>, Inc. (Name under which business is conducted)

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

Signed\_

Ashtan Printed Name

Title Proci-

## **CONTRACTOR CERTIFICATION**

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE **CERTIFICATION**

#### PROJECT TITLE:

#### **Torrey Highlands Park - Play Area Upgrades**

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

(Name under which business is conducted) Alvand

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

Signed

Printed Name\_Chr

Title Procident

## **CONTRACTOR CERTIFICATION**

## **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

#### PROJECT TITLE: <u>Torrey Highlands Park - Play Area Upgrades</u>

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

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

Dated this \_\_\_\_\_\_ Day of \_\_\_\_\_\_, \_\_\_\_\_. Signed Printed Name Chris Ashtari

Title Presiden \_\_\_\_\_

## 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:

#### Torrey Highlands Park - Play Area Upgrades

(Name of Project)

as particularly described in said contract and identified as Bid No. <u>K-14-5958-DBB-3</u>; SAP No. (WBS/IO/CC) <u>S-11020</u>; and WHEREAS, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_\_, \_\_\_\_\_,

Contractor

by

ATTEST:

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_\_

known to me to be the \_\_\_\_\_ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

## ATTACHMENTS

## ATTACHMENT A SCOPE OF WORK

## **SCOPE OF WORK**

1. SCOPE OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

This project provides for accessible upgrades to the playground equipment, resilient surfacing, site furnishings, parking, paths of travel and existing comfort station. All improvements shall comply with City, State and Federal accessibility guidelines and standards.

- **1.1.** The Work shall be performed in accordance with:
  - 1.1.1. This Notice Inviting Bids and Plans numbered 37372-1-D through 37372-14-D, inclusive.
- 2. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$730,000.00.

#### 3. LOCATION OF WORK:

Torrey Highlands Park, 4450 Landsdale Drive, San Diego CA 92130. See Location Map.

- 4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **130 Working Days**.
- 5. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license at the time that the Bid is submitted. Failure to possess the specified license shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license at the time of Bid.
  - **5.1.** The City has determined the following licensing classification for this contract:
    - Class A

## ATTACHMENT B

## INTENTIONALLY LEFT BLANK

## ATTACHMENT C

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

## EQUAL OPPORTUNITY CONTRACTING PROGRAM

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

#### D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

#### 1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

#### E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

# INTENTIONALLY LEFT BLANK

# ATTACHMENT E

# SUPPLEMENTARY SPECIAL PROVISIONS

#### SUPPLEMENTARY SPECIAL PROVISIONS

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

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

\_\_\_\_\_

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

#### **1-2 TERMS AND DEFINITIONS.**

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

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

#### SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
  - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-5.3.1 General.** To the City Supplement, ADD the following
  - 7. For products for which an AML is available, products listed in the AML shall be used. A submittal review will be conducted for products not identified on an AML on a case-by-case basis when:
    - a) The product type or category is not in the AML.
    - b) The AML does not list at least two available manufacturers of the product.
    - c) The material or manufacturer listed in the AML is no longer available. Documentation to substantiate the product is no longer available or in production is required as part of the submittal.

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

The Product Submittal Form is available for download at:

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

#### 2-9.2 Survey Service.

DELETE in its entirety and SUBSTITUTE with the following:

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

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

# **SECTION 4 - CONTROL OF MATERIALS**

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

#### **Independent Playground Safety Inspector**

- **4-1.3.6 Preapproved Materials.** To the City Supplement, ADD the following:
  - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6 Trade Names or Equals.** ADD the following:

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

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

### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

#### 7-3.1 Policies and Procedures.

1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or

damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

### 7-3.2 Types of Insurance.

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

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

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

## 7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

### 7-3.5 Policy Endorsements.

# 7-3.5.1 Commercial General Liability Insurance

# 7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents must be in excess of your insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

### 7-3.5.2 Commercial Automobile Liability Insurance.

- **7-3.5.2.1** Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6** Deductibles and Self-Insured Retentions. You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8** Notice of Changes to Insurance. You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.
- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

### 7-4.1.1 Waiver of Subrogation.

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

**7-8.6** Water Pollution Control. ADD the following:

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

### **SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

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

### SECTION 9 - MEASUREMENT AND PAYMENT

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

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

ADD:

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

#### PART 2- CONSTRUCTION MATERIALS

#### SECTION 212-LANDSCAPE AND IRRIGATION MATERIALS

#### 212-1.1 Topsoil.

# 212-1.1.2 Class "A" Topsoil. To the City Supplement, Item 3), Agricultural Suitability, ADD the following:

- m) Measurement of sodicity (Sodium Adsorption Ratio).
- n) Recommendations for soil leaching.
- o) Pounds of pre-plant fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- p) Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.

ADD:

**212-1.10 Herbicide.** Pre-emergent herbicide shall be as determined by Contractor. The purpose of the pre-emergent herbicide is to control the growth of weeds within planter areas below the bark mulch layer. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications.

Post-emergent herbicide shall be non-selective type for total control of undesirable vegetation, available as Roundup or approved substitution as determined by the Contractor and approved by the City. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications. Application shall be in accordance with precautions and rates suggested by the manufacturer.

#### 212-2 IRRIGATION SYSTEM MATERIALS. ADD the following:

Material List: Contractor shall furnish articles, equipment, materials, and processes specified by name in construction documents. No substitution shall be allowed without prior written approval by the City.

Complete material list shall be submitted prior to performing work.

Material list shall include manufacturer, model number, and description of materials and equipment to be used.

Equipment and materials provided without prior approval of the City may be rejected and the Contractor is required to remove such materials from the site at his own expense.

Acceptance of items, alternates and substitutes indicates only that the product(s) apparently meets requirements of contract documents based on information or samples submitted to the City.

Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

### 212-3 ELECTRICAL MATERIALS

- ADD:
- **212-3.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:
  - a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, fiveply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
  - b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
    - 1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
    - 2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
    - 3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.
    - 4. Green with "Caution Sewer Line Buried Below" for Sewer mainlines and over pipe sleeves.

ADD:

**212-3.2.4** Wires in Pull Boxes. Wires in Pull Boxes shall be loose and shall not come within 3" from lid. Boxes shall be sized accordingly to accommodate this requirement.

ADD:

**212-3.2.5** Wire Testing. Wire shall be tested for continuity, open circuits, and unintentional grounds prior to connecting to equipment. Any wiring that is defective shall be replaced, at the Contractor's expense.

#### **SECTION 300 – EARTHWORK**

#### ADD:

#### 300-2.1.1 Miscellaneous Grading Conditions

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

1. Pavements: Plus or minus 1/2 inch.

Moisture Control: Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

- 1. Do not place backfill or fill material on surfaces that are muddy.
- 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

Compaction of Backfill and Fills:

- 1. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- 2. Place backfill and fill materials evenly on all sides of structures requiring elevations, and uniformly along the full length of each structure.
- 3. Compact soil to not less than the following percentages of maximum density according to ASTM D 1557: Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.

## SECTION 303-CONCRETE AND MASONRY CONSTRUCTION

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

ADD

#### **303-5.5.3.1** Exposed Aggregate Concrete Finishing.

Coarse Seeded Exposed Aggregate:

- 1. Immediately after the surface of the concrete has been screeded and floated to <sup>1</sup>/4" in 10 (ten) feet of tolerance and surface water has been removed, hand-seed the aggregate mixture uniformly in the concrete surface to provide uniform maximum coverage.
- 2. The aggregate mix shall be lightly hand-tamped to a point where a minimum of the aggregate is embedded below the concrete surface. The final aggregate surface plane shall be brought to a true plane within <sup>1</sup>/<sub>4</sub>" in 10 (ten) feet tolerance in any direction.
- 3. Finish shall match approved site sample.

Concrete Retarder Application

- 1. Preparation and Application
  - a. Protect all curbs, borders, adjacent stones, pavers, etc. that are not to receive retarded finish prior to application of retarders. Use Protector Face Off by Grace Construction Products or approved equal.
  - b. Pour concrete, seed aggregates where called for, float and lightly trowel finish where required.
  - c. Apply Top Cast Retarders with a low-pressure sprayer at a rate of 250-350 sq.ft./ gal. Per manufacturers' requirements. Material is colored to allow for verification of even and complete coverage.
  - d. Once dry (1-2 hours), Top Cast provides protection against intermittent rain or hot, windy conditions and requires no additional covering.

	Etch/Aggregate Size to		
Number Code	Expose*	Coverage	Color
		250/350 S.F. /	
3	Acid Etch Finish	Gal.	Lt. Blue Violet
5	Lt. Sandblast Finish	"	Lt. Blue
15	Up to 1/4"	"	Yellow
25	1/8" to 1/4"	"	Beige
50	1/8" to 3/8"	"	Canary Green
75	1/8" to 3/8"	"	Blue
100	3/8" to 1/2"	"	Gray
125	3/8" to 5/8"	"	Pink
150	3/8" to 5/8"	"	Green
200	5/8" to 1"	"	Salmon
250	1" to 1-1/2"	"	Orange

2. Retarder Selection Guidelines (Grace Top Cast or Equal)

\* Values listed are for standard 6-sack mix. Always test to verify the appropriate grade for specific mix designs

- 3. Finishing
  - a. Wash with water rinse/light broom or pressure wash with power equipment within 6 24 hours after the retarder is applied. Retarder removal intervals depend on strength of mix, exposed aggregate size and desired washing techniques. Earlier washing for light etch finishes may be necessary. Verify in test panels.

### SECTION 308-LANDSCAPE AND IRRIGATION INSTALLATION

### 308-2 EARTHWORK AND TOPSOIL PLACEMENT

**308-2.1** General. After the third paragraph, ADD the following:

Moisture Content: Do not perform soil preparation and earthwork if soil moisture content is such that excessive soil compaction will result. Apply water to control dust, break up soil clods, and provide suitable moisture content for tilling and planting.

#### ADD:

**308-2.1.1** Equipment. Equipment necessary for soil preparation, finish grading, and handling and placing of materials shall be available and in good working condition before starting work.

# **308-2.2 Trench Excavation and Backfill**. DELETE the last paragraph, and SUBSTITUTE with the following:

Trenches shall not be backfilled, except to anchor pipe, until required tests are completed and accepted by the City. Pipe joints shall remain exposed until satisfactory completion of testing. Lateral trenches, and mainline trenches after initial sand backfill, shall be carefully backfilled with approved fine select material, consisting of loam, sandy clay, sand, and other approved materials-free from large clods of earth and stones. Backfill shall be mechanically compacted in landscaped areas to dry density equal to adjacent undisturbed soil in planting areas. Backfill shall conform to adjacent grades without settlement, sunken areas, humps, and other surface irregularities.

Flooding of trenches will be permitted only with approval of the City, in accordance with subsection 306-1.3.3.

If trench settlement occurs and subsequent adjustments in pipe, valves, sprinkler heads, drip emitters, planting, and other installations are necessary, the Contractor shall make required adjustments at no extra cost to the City.

ADD:

### **308-2.2.1** Trenching and Backfilling Under Paving

PVC Schedule 40 sleeves shall be placed for irrigation pipe installed below paving.

Trenches located below paving (asphaltic concrete and concrete) shall be backfilled with sand (six inches above and below the pipe). Compact backfill in layers to 95% relative density (minimum) with manual or mechanical tamping devices.

Trenches shall be flush with adjoining subgrade. Contractor shall set in

place, cap and pressure test piping under pavement prior to start of paving work.

Install piping under existing walks by jacking or boring. If cutting or breaking of sidewalks is necessary, then Contractor shall replace concrete walks at no extra cost to the City. Prior permission to cut or break sidewalks shall be obtained from the Resident Engineer. No hydraulic boring shall be permitted under concrete paving.

### 308-4 PLANTING

**308-4.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

- 1) Irrigation work shall be inspected and accepted prior to start of work of this Section.
- 2) Plant material quantities, species, and sizes shall be provided as shown on Plans. Plants shall be inspected and accepted by the City before removal from containers and excavating soil for planting holes.

- 3) Planting areas shall be irrigated to a minimum depth of six inches prior to planting installation. Planting pits shall be filled and water allowed to percolate a minimum of three times prior to planting installation. If water is not completely absorbed within 24 hours during any of the three percolation tests, contact the Resident Engineer for further instruction prior to planting.
- 4) Plant quantities on Plans are for Contractor's convenience only. Symbols shall take precedence over written numeric quantities.
- 5) Scarify sides of plant root balls with sharp tool to depth of one inch to girdle circular root growth prior to planting.
- 6) Planting shall be performed with materials, equipment, and procedures most favorable to establishment and growth of plants.
- 7) Containers shall be opened and removed so that plant root balls are not injured.

### **308-4.3** Layout and Plant Location. ADD the following:

If underground construction work and obstructions are encountered during the planting operations, alternate locations for plant material will be selected by the Engineer Plant relocation shall be performed at no extra cost to the City.

**308-4.4 Specimen Planting.** Before first paragraph, ADD the following:

Planting pits for trees 24-inch box size and larger shall be excavated at least 12 inches larger than the original plant container. Scarify soil at sides and bottom of planting pit.

### ADD

**308-4.11 Mulching.** Spread mulch uniformly in planting areas as indicated on Plans, to a minimum depth of two inches.

# 308-5 IRRIGATION SYSTEM INSTALLATION

**308-5.1** General. Between the second and third paragraph, ADD the following:

Existing Trees: If excavating adjacent to existing trees, Contractor shall exercise caution to avoid injury to trees and tree roots. Excavation near roots 1-1/2 inches and larger shall be done by hand. Tunnel under roots 1-1/2 inches and larger in diameter, except directly in the path of pipe and conduit. Roots shall be heavily wrapped with burlap to prevent scarring and excessive drying. If a trenching machine is run close to trees with roots smaller than 1-1/2 inches in diameter, wall of the trench adjacent to tree shall be hand trimmed, making clean cuts through roots. Trenches adjacent to trees shall be closed within twenty-four hours; if not possible, side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

### **308-5.6.3** Sprinkler Coverage Test. ADD the following:

After completion of irrigation system, and prior to planting, Contractor shall perform a coverage test in the presence of the City to determine whether coverage is complete and adequate. Contractor shall correct inadequate sprinkler coverage.

Adjustment of the System: Contractor shall flush and adjust sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings.

If adjustments to irrigation equipment will provide better coverage and operation, then Contractor shall make such adjustments prior to planting. Adjustments may include changes in sprinkler nozzle sizes and degrees of arc. Adjustments to irrigation system equipment shall be made at no extra cost to the City.

Lowering raised sprinkler heads by the Contractor shall be accomplished within ten (10) days after notification by the City.

Sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the plans.

**308-5.6.4 Operational Test.** ADD the following:

Prior to final acceptance, the irrigation system shall be inspected by the City, and deficiencies shall be corrected by the Contractor at no cost to the City.

The entire irrigation system shall be under full automatic operation for a period of seven (7) days prior to planting work.

The City reserves the right to waive or shorten the operation period.

### 308-6 MAINTENANCE AND PLANT ESTABLISHMENT.

ADD:

**308-6.2 Rodent and Pest Control.** Rodents, insects, and other pests shall be controlled as necessary and by approved means. Restoration and repair of work areas disturbed by pest control shall be made by Contractor at no additional cost to the City.

Contractor shall immediately establish a program of pest, fungus, and weed control. Applications of pesticides, fungicides, and herbicides shall be made by operators licensed by the State of California Department of Food and Agriculture to perform such work. Material used in this work shall be approved by State of California Department of Food and Agriculture and other agencies within jurisdiction.

- **308-7 GUARANTEE.** To the City Supplement, DELETE in its entirety.
- **308-7 Payment.** ADD the following:

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

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

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

#### SECTION 313-TRAFFIC SIGNS

#### **313-1 GENERAL. ADD** the following:

All signage shall be installed in accordance with the Improvement Plans and Drawings for the Project by the Contractor.

#### 313-1.1 Measurement and Payment. ADD the following:

The compensation for furnishing all labor, materials, tools and equipment, and for all work involved in the placement of signage shall be included in the lump sum bid item Field Construction.

# SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

#### ADD:

#### 314-5.6.10 Measurement and Payment.

The contract unit price, lump sum, for pavement markings shall be included in field construction and shall be considered as full compensation or the pavement markings and for furnishing all labor, materials, tools and equipment and for all work involved in the placement of pavement markings and no additional compensation will be made therefore. There shall be no separate payment for Pavement Markings.

#### END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# TECHNICAL

# **TECHNICAL SPECIFICATIONS (CSI FORMAT)**

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#### **SECTION 10 14 00**

#### SIGNAGE

#### PART 1 - GENERAL

#### 1.1. SUMMARY

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

### **1.2 QUALITY ASSURANCE**

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

### **1.3 SUBMITTALS**

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

#### 1.4 DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

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

# 1.5 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- C. Warranty Period:
  - 1. 100 year limited warranty from date of completion of work for powdercoated steel posts for Interpretive Panel Signage.
  - 2. 15 year limited warranty for color fade for DGI (Digital Graphic Infusion) signs.
  - 3. 15 year limited warranty for Permalene panel signs.

# PART 2 - PRODUCTS

## 2.1 GENERAL

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

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

Visual Character Height

- E. **Raised characters and pictorial symbol signs.** When raised characters are required or when pictorial symbols (pictograms) are used on such signs, they shall conform to the following requirements:
  - 1. **Character type.** Characters on signs shall be raised 1/32 inch (0.794 mm) minimum and shall be sans serif uppercase characters accompanied by contracted Grade 2 Braille complying with Section 2.1.F.
  - 2. **Character size.** Raised characters shall be a minimum of 5/8 inch (15.9 mm) and a maximum of 2 inches (51 mm) high.
  - 3. **Pictorial symbol signs (pictograms).** Pictorial symbol signs (pictograms) shall be accompanied by the verbal description placed directly below the pictogram. The outside dimension of the pictogram field shall be a minimum of 6 inches (152 mm) in height.
  - 4. **Character placement**. Characters and Braille shall be in a horizontal format. Braille shall be placed a minimum of 3/8 inch (9.5 mm) and a maximum of <sup>1</sup>/<sub>2</sub> inch (12.7 mm) directly below the tactile characters; flush left or centered. When tactile text is multilined, all Braille shall be placed together below all lines of tactile text.
  - 5. **Proportions.** Raised characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 55 percent minimum and 110 percent maximum of the height of the uppercase letter "I". Stroke thickness of the

uppercase letter "I" shall be 15 percent maximum of the height of the character.

- F. **Braille.** Contracted Grade 2 Braille shall be used wherever Braille is required in other portions of these standards. Dots shall be 1/10 inch (2.54 mm) on center in each cell with 2/10 inch (5.08 mm) space between cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch (0.635 mm) above the background. Braille dots shall be domed or rounded.
- G. **Mounting location and height.** Where permanent identification signs are provided for rooms and spaces, signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space on the latch side, including at double leaf doors, signs shall be placed on the nearest adjacent wall, preferably on the right.

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

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

See also Section 1115B.6 for additional signage requirements applicable to sanitary facilities.

### 2.2 DISABLED ACCESSIBLE ENTRANCE SIGNAGE

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

# 2.3 SIGNAGE: RESTROOM

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

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

# 2.4 SIGNAGE: INTERPRETIVE PANELS

- A. All interpretive signage panels and posts are available through Coast Recreation. Acceptable manufacturer is Landscape Structures or approved equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met. Mike Eisert at Coast Recreation can be contacted at (714) 619-0100 x206, or meisert@coastrecreation.net.
- B. Digital Graphics Infusion (DGI) Panels:
  - 1. Base material to be 7 GA steel.
  - 2. Digital image is to be infused into a powdercoated substrate through a sublimation process.
  - 3. Digital image and layout (see Appendix B) has been provided by Landscape Structures in Adobe Illustrator format. If an 'or equal' is to be provided, design time to create the imagery for review and approval must be included. Imagery created by Landscape Structures will not be provided to companies submitting equals. All imagery to be considered "or equal" shall be submitted along with bid documents.
- C. Permalene Panels:
  - 1. Colors, graphics, and text as shown in Appendix B.
  - 2. 2-color permalene panel, architectural grade pigments for long lasting UV-stable, 100% recyclable with post-consumer recycled content of 73%.
  - 3. Digital image and layout (see Appendix B) has been provided by Landscape Structures in Adobe Illustrator format. If an 'or equal' is to be provided, design time to create the imagery for review and approval must be included. Imagery created by Landscape Structures will not be provided to companies submitting equals. All imagery to be considered "or equal" shall be submitted along with bid documents.
- D. Posts:
  - 1. 2.375 inch outside diameter posts, powdercoated steel, by Landscape Structures or approved equal.
- E. Size:
  - 1. Panels (DGI and Permalene) are 24 inches wide x approximately 36 inches tall, with variation in shape as illustrated in Appendix B.

## **PART 3 - EXECUTION**

# 3.1 SURFACE CONDITIONS

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

### 3.2 INSTALLATION

A. Install per approved materials list and schedule, and per manufacturer's approved recommendations. Install all signage level, plumb, and true to sign edges.

# 3.3 **PROTECTION**

A. Protect the installed signage from damage resulting from subsequent construction activity on the site.

### END OF SECTION

## SECTION 11 68 13

# PLAYGROUND EQUIPMENT

#### PART 1-GENERAL

#### **1.01 SCOPE OF WORK**

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

#### **1.02 RELATED SECTIONS**

#### A. SECTION 32 18 16.13 SAFETY SURFACING

#### 1.03 QUALITY ASSURANCE

- A. Licensing: Contractor's license for play equipment installers shall be either "A" or "C61-D34."
- B. Contractor shall have demonstrated at least three years experience in installation of play equipment and resilient surfacing to recognized safety and workmanship standards.
- C. Contractor shall provide materials, install play equipment, and construct playground areas in accordance with the following standards and guidelines. In case of conflict, the most restrictive-and highest quality standards and guidelines shall apply to the work.
  - 1. "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM F1487-98, published by the American Society for Testing and Materials (ASTM).
  - 2. "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment," ASTM F1292-99.
  - 3. "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment," ASTM Fl 951-99.
  - 4. U.S. Consumer Products Safety Commission, *Handbook for Public Playground Safety*, published by the Consumer Product Safety Commission (CPSC), latest edition.
  - 5. "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
  - 6. All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
  - 7. All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.
  - 8. All manufacturers must be ISO 9001 certified.
- D. References and Standards
  - **CPSC:** Consumer Product Safety Commission
  - **IPEMA:** International Playground Equipment Manufacturers Association
  - **ADA:** Americans with Disabilities Act
  - **ISO:** International Organization for Standardization

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

### 1.04 DELIVERY, STORAGE AND HANDLING

- A. Play area equipment and materials shall be ordered and delivered to the job site, and protected from construction operations and vandalism throughout the construction of the project.
- B. Damaged, vandalized or broken equipment and materials shall be cause for rejection as determined by the City's representative.

## **1.05 GUARANTEES AND WARRANTIES**

- A. Contractor shall provide manufacturers' written certification that play equipment, resilient fill, and accessible resilient surfacing have been installed in accordance with manufacturers' recommendations and Contract Documents.
- B. Contractor shall provide the City with manufacturers' written warranties for accessible resilient surfacing and play equipment.
- C. The equipment manufacturer shall warrant material and workmanship against defects, from the date of shipment, for the period of time as follows:

#### 1. 100-YEAR LIMITED WARRANTY

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

### 2. 15-YEAR LIMITED WARRANTY

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

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

### 3. 10-YEAR LIMITED WARRANTY

### 4. 8-YEAR LIMITED WARRANTY

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

### 5. 3-YEAR LIMITED WARRANTY

On all other parts, i.e.: CableCore® products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain,

Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® glid ers, PVC belting material, HealthBeat<sup>TM</sup> hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

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

# 1.06 SUBMITTALS

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

#### 1.07 STAKING

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

#### 1.08 SAFETY

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

#### 1.09 AVAILABILITY AND ORDERING OF SPECIFIED ITEMS

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

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

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

#### PART 2-PRODUCTS

**2.01** Play Equipment: Equipment shall be in accordance with Construction Legend and Construction Plans, or approved substitution. The Following Equipment shall include all components from Coast Recreation Quote #:61671-1-4-1

5-12	PLAY AREA:
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QTY	NO.	DESCRIPTION	
SLIDE	S		
1	130390A	Double Swoosh Slide 72"Dk DB	
1	122033A	SpyroSlide <sup>1</sup> 72"Dk DB	
1	131437A	Wave Poly Slide 72"Dk DB	
CLIME	BERS W/PERMALE	ENE HANDHOLDS	
1	176077B	Croquet Climber 72"Dk DB	
CLIME	BERS OTHER		
1	146812A	Sky Rail Climber 72"Dk DB	
OVER	HEAD EVENTS		
1	142890A	2"90* Horizontal Ladder DB Connected	
1	141886B	Access/Landing Assembly Rails Barrier Right 32"Dk	
2	111273A	End Vertical Ladder w/Alum Posts DB	
1	119430A	Overhead Parallel Bars/Horiz Lad Connected Between Decks	
BRIDG	BRIDGES & RAMPS		
1	147425A	Clatterbridge 123 w/Barriers	
ENCLO	ENCLOSURES		

QTY	NO.	DESCRIPTION
5	169319A	Recycled Wood-Grain Lumber Panel
1	115254A	Storefront Panel
MORE	FUN	
1	172566A	Blender Spinner DB
1	178745C	Gyro Twister DB
4	120818A	Playstructure Seat
ROOF	5	
2	154884A	CoolToppers Single Post DB Only <sup>1</sup>
DECKS	5	
3	121948A	Kick Plate 8"Rise
2	111229A	Square Deck Extension
4	111228A	Square Tenderdeck
1	111231A	Triangular Tenderdeck
3	119646A	Tri-Deck Extension
POSTS		
2	111404F	108"Alum Post DB
4	111404E	116"Alum Post DB
16	111404A	148"Alum Post DB
2	154883A	265"Steel Post For CoolToppers DB 72"Dk
NON S	TANDARD PROD	UCTS
1	CL120501	PB 32i transfer module with recycled plastic on handrails.
1	CL120502	PB 56i-72i Leaf Climber with wood grain handholds. Inlcudes 6 Permalene leaf assemblies and center post.
1	CL119874	PB 64i Vertical Ascent with SIMPLE flora/fauna//canyon artwork. Standard color perm; Includes drop-in paint. *Note: Modified handgrip locations to NOT be located on drop-in paint locations.
1	CL119875	PB 72i Cliff climber with perm frog steps and recy wood grain handholds. std color permalene. DB
1	CL120500	PB deck link 4-step with recycled plastic for barriers
1	CL120504	PB Periscope panel above deck - dbl sided. Standard color perm; Includes drop-in paint on both sides.
1	CL119873	PB Sunbeam climber with recycled plastic treehouse barrier. 72i DK.
1	CL120503	Upcharge to swap permalene handholds for treehouse handhold panel set
		Freestanding Play
CLIM	BERS	
2	171569A	Mushroom Stepper 10"Height DB Only
1	171571A	Mushroom Stepper 20"Height DB Only
KIDS I	N MOTION	

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QTY	NO.	DESCRIPTION	
1	173591A	OmniSpin Spinner Surface Mount <sup>1</sup>	
1	152179A	Saddle Spinner DB 16"Height	
1	155077A	Stand-Up Spinner DB Only	
SWING	SWINGS		
1	177330A	5" Arch Swing Frame 8' Beam Height Only	
1	177331A	5" Arch Swing Frame Additional Bay 8' Beam Height Only	
4	174018A	Belt Seat ProGuard Chains for 8' Beam Height	

# 2-5 PLAY AREA:

QTY	NO.	DESCRIPTION	
SLIDE	S		
1	123331B	Double Poly Slide 48"Dk DB	
1	123336A	Double Wave Poly Slide	
		48"Dk DB	
CLIME	BERS W/PERMALE	NE HANDHOLDS	
1	135344B	Block Climber Perm Handholds	
		Ground-Deck 40"D DB	
1	145839A	Critter Canyon DB	
CLIME	BERS NATURE-INS	PIRED	
1	175181D	Mushroom Stepper 40"Deck	
		w/2 Recycled Wood-Grain Handholds	
		1 Handloop and 1 Handrail DB Only Left Handhold	
1	169318C	Wood Plank Wiggle Ladder 48"Deck	
		w/Recycled Wood-Grain Handholds DB	
ENCLO	DSURES		
3	169319A	Recycled Wood-Grain Lumber Panel	
MORE	FUN		
4	120818A	Playstructure Seat	
ROOFS	5		
2	154884A	CoolToppers Single Post DB Only <sup>1</sup>	
DECKS	DECKS		
2	122197A	90* Triangular Tenderdeck	
1	111230A	Square Deck Corner	
2	111229A	Square Deck Extension	
2	111228A	Square Tenderdeck	
1	121949A	Tri-Deck Kick Plate 8"Rise	

QTY	NO.	DESCRIPTION	
POSTS			
5	111404E	116"Alum Post DB	
10	111404D	124"Alum Post DB	
2	154883B	249"Steel Post For CoolToppers DB 48"Dk	
NON S	TANDARD PRODU	JCTS	
1	CL119860	FLOWER CLIMBER 48I DK	
1	CL119859	PB 32i transfer module with recycled plastic on handrails.	
2	CL119858	PB deck link 1-step with recycled plastic for barriers	
1	CL119857	PB Periscope panel above deck - dbl sided. Standard color perm;	
		Includes drop-in paint on both sides.	
		Freestanding Play	
CLIMI	BERS		
2	171570A	Mushroom Stepper 16"Height DB Only	
3	171568A	Mushroom Stepper 8"Height DB Only	
SENSC	RY PLAY		
1	113931A	Talk Tubes w/2 Square Posts DB Only	
SWINC			
2	176038A	Full Bucket Seat	
		ProGuard Chains for 8' Beam Height	
1	177330A	5" Arch Swing Frame	
NONG		8' Beam Height Only	
	NON STANDARD PRODUCTS		
1	CL119866	GFRC Small Horned lizard climber. Approximately 36i long.	
1	CL119865	Small GFRC Frog. Approximately 25i x 20i. Painted to be Coastal Tree Frog	

- **2.02** The layout shown in the plan view is based upon equipment and measurements from Coast Recreation, quote number 61671-1-9-1 and 61671-1-9-2. Acceptable manufacturer is Landscape Structures or approved equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met. Mike Eisert at Coast Recreation can be contacted at (714) 619-0100 x206, or meisert@coastrecreation.net.
- **2.03** Playground equipment and modular units submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail of the playground equipment, structure or modular unit, specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturers standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the owner or owner's representative.

- **2.04** Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.
- **2.05** Designs and specifications are based upon equipment from Landscape Structures equipment. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.

#### PART 3-EXECUTION

#### 3.01 INSTALLATION

- A. Play equipment shall be installed in accordance with manufacturers' recommendations.
- B. Play equipment shall be completely surrounded by unobstructed safety zones as recommended by the manufacturers. Resilient play surfaces only shall be located within safety zones. Play equipment safety zones shall not overlap one another.
- C. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view; elevations; footing drawings and details; as well as, written instructions to assure proper installation of the playground equipment, structure or modular unit.
- D. Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be CPSI certified. A Manufacturer's Representative must inspect the final installation prior to acceptance. Manufacturer's representative must be a Certified Playground Safety Inspector and not employed by the installer.
- E. Close Out: Contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of install instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.
- F. Clean up: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Material may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

#### 3.02 MAINTENANCE

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

#### PART 4-MEASUREMENT AND PAYMENT

- **4.01** A. Compensation for play equipment materials and installation shall be included in the lump sum bid price for Field Construction.
  - B. Payment shall include full compensation for providing labor, materials, tools, equipment, and incidentals for all work including play equipment, resilient surfacing, wood fiber and sand resilient fill, excavation, curb, drainage, staking, installation, certification and warranties as shown on the Plans, as specified in the Special Provisions and directed by the Resident Engineer, and no additional compensation will be allowed.

#### **END OF SECTION**

### SECTION 32 18 16.13

### PLAYGROUND PROTECTIVE SURFACING

#### PART 1 - GENERAL

#### 1.1. SUMMARY

- A. Section includes:
  - 1. Poured-in-Place Playground Surfacing System: Extreme 10 with aliphatic urethane for the top surface is specified by Surface America or approved equal.
  - 2. Excavation and subdrainage for safety surfacing.

#### **1.2. REFERENCES**

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
  - 2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
  - 3. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
  - 4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
  - 5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
  - 6. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
  - 7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

#### **1.3.** SYSTEM DESCRIPTION

- A. Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
  - 1. Shock Attenuation (ASTM F1292):
    - a. Gmax: Less than 200.
    - b. Head Injury Criteria: Less than 1000.
    - c. Flammability (ASTM D2859): Pass.
    - d. Tensile Strength (ASTM D412): 60 psi (413 kPa).
    - e. Tear Resistance (ASTM D624): 140%.
    - f. Water Permeability: 0.4 gal/yd2/second.
    - g. Accessibility: Comply with requirements of ASTM F1951.

# 1.4. SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.
- B. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum. Samples are required for each color specified in the plans.
- C. Quality Assurance/Control Submittals: Submit the following:
- D. Certificate of qualifications of the playground surfacing installer.
- E. Closeout Submittals: Submit the following:
  - 1. Warranty documents specified herein.

# 1.5. QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

# 1.6. DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Product Requirement Section.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

# **1.7. PROJECT/SITE CONDITIONS**

A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

# **1.8. WARRANTY**

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- C. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.
- D. Warranty Period: 10 years from date of completion of work.

## PART 2 - PRODUCTS

### 2.1 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

- A. Manufacturer: Surface America, Inc., or approved equal.
  - 1. Contact: PO Box 157, Williamsville, NY 14231; Telephone: (800) 999-0555, (716) 632-8413; Fax: (716) 632-8324; E-mail: <u>info@surfaceamerica.com</u>; website: <u>http://www.surfaceamerica.com</u>.
  - 2. Poured-in-place playground surfacing system, including the following:
    - PlayBound Poured-In-Place Primer:
      - 1) Material: Urethane.
      - 2) PlayBound Poured-in-Place Basemat:
        - a) Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
        - b) Formulation Components: Blend of strand and granular material.
  - 3. Surface America Poured-In-Place Top Surface:
    - a. Material: Blend of recycled EPDM (ethylene propylene diene monomer) rubber and aliphatic urethane binder.
    - b. Thickness: Nominal 1/2" (12.7 mm), minimum 3/8" (9.5 mm), maximum 5/8" (15.9 mm).
    - c. Color(s): Per Plan
    - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
    - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
    - f. Dry Skid Resistance (ASTM E303): 89.
    - g. Wet Skid Resistance (ASTM E303): 57.

# 2.2 **PRODUCT SUBSTITUTIONS**

a.

- A. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met
- B. Any substitutions submitted for consideration shall be equivalent in design, layout, ADA accessibility, appearance, color and construction detail of the playground surfacing specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturers standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of product must be equal or superior to specified design as judged by the owner or owner's representative.
- C. Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.
- D. Designs and specifications are based upon products from Surface America. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.
#### 2.3 MIXES

- A. Required mix proportions by weight:
  - 1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
  - 2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

#### PART 3 - EXECUTION

#### 3.1 MANUFACTURER'S INSTRUCTIONS

A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

#### 3.2 EXAMINATION

- A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured up to 30 days. New concrete must be fully cured up to 7 days.
- B. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

#### 3.3 **PREPARATION**

A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

#### 3.4 INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed.
- B. Basemat Installation:
  - 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m3) to the specified thickness.
  - 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
  - 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft2/gal (7.5 m2/L).

- D. Top Surface Installation:
  - 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m3) to a nominal thickness of 1/2" (12.7 mm).
  - 2. Allow top surface to cure for a minimum of 48 hours.
  - 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
  - 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

#### 3.5 **PROTECTION**

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

#### **END OF SECTION**

#### SUPPLEMENTARY SPECIAL PROVISIONS

#### APPENDICES

#### APPENDIX A

#### Notice of Exemption

#### NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

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

PROJECT NO.: S-11020.02.06

#### PROJECT TITLE: TORREY HIGHLANDS ADA IMPROVEMENTS

PROJECT LOCATION-SPECIFIC: The project is located north of Torrey Pines High School and is accessed from Lansdale Drive, north of Del Mar Heights Road in the Carmel Valley Community Planning Area.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: - TORREY HIGHLANDS ADA IMPROVEMENTS. The project scope of work is to provide for upgrades and improvements to the two children's play areas (2-5 year olds and 5-12 year olds) and paths of travel within the park to comply with state and federal safety and accessibility guidelines. The project includes an accessible on-street parking space, curb ramp, site furniture, and accessible play area equipment for both children's play areas. Applicant: City of San Diego, Engineering and Capital Projects Department.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Sheila Bose

Engineering and Capital Projects Department 600 B Street, San Diego, CA 92101 Phone: 619-533-4698.

EXEMPT STATUS: (CHECK ONE)

- () MINISTERIAL (SEC. 21080(b)(1); 15268);
- ( ) DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- () EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- (X) CATEGORICAL EXEMPTION: 15301- Existing Facilities and 15302-Replacement and Reconstruction
- () STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an Initial Study which determined that since the project is located within an existing park the action would not result in impacts to any resources. Furthermore the project meets the criteria set forth in CEQA Section 15301 which allows for the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, and 15302 which allows for reconstruction and replacement of utilities/facilities and where the exceptions listed in CEQA Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: Jean Cameron

TELEPHONE: (619) 446-5379

12/12/11 DATE

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.

2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT? () YES () NO

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

SIGNATURE/TITLE

CHECK ONE: (X) SIGNED BY LEAD AGENCY () SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:

Torrey Highlands Park - Play Area Upgrades Appendix A – Notice of Exemption Volume 1 of 2 (Rev. Mar. 2014)

#### **APPENDIX B**

**Fire Hydrant Meter Program** 

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT	<b>PAGE</b> 1 <b>OF</b> 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	<b>DI</b> 55.27	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. <u>AUTHORITY</u>

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

#### Reference

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

### 3. **DEFINITIONS**

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

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

#### 4. **<u>POLICY</u>**

- 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 <sup>1</sup>/<sub>2</sub>" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

#### 4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

#### Process for Issuance

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

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

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

#### 4.7 **Relocation of Existing Fire Hydrant Meters**

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

#### 4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

### 5. **EXCEPTIONS**

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

### 6. **MOBILE METER**

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

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

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

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

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

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#### 7. <u>FEE AND DEPOSIT SCHEDULES</u>

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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

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

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

Larry Gardner Water Department Director

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

#### APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders

	Application f	or Fire (EX	HIBIT A)			
Dry of San Diego PUBLIC UTILITIES	Hydrant Met	er		(For Office	Use Only)	
Water & Wastewater	i yarane mee		NS REQ		FAC#	
	METER SHOP	(619) 527-7449	DATE		BY	
Meter Information		(019) 527-7445	Application Date		Requested Insta	ll Date:
Fire Hydrant Location: (Attach De	tailed Map//Thomas Bros. N	Map Location or Cons	truction drawing.) Zip:		<u>T.B.</u>	G.B. (CITY USE)
Specific Use of Water:				ł_		Contractor in Mallindred Granges and a surger
Any Return to Sewer or Storm Dr	ain, If so , explain:					
Estimated Duration of Meter Use	:	1			Check Box if Recl	aimed Water
Company Information			an a			
Company Name:		an talan karang managan katalah karang mang				
Mailing Address:						
City:	State	2: Z	ip:	Phone	a: ( )	
*Business license#		*Cont	ractor license#			
A Copy of the Contractor'	s license OR Business	License is requi	red at the time	of meter i	issuance.	
Name and Title of Bill (PERSON IN ACCOUNTS PAYABLE)				Phone		
Site Contact Name and	d Title:		1	Phone	e: ( )	
Responsible Party Nar	ne:			Title:		5
Cal ID#		and the second		Phone		
Signature:	4	Da	ate:			· .
Guarantees Payment of all Charges Re	sulting from the use of this Met	ter. Insures that employ	ees of this Organization	understand th	ne proper use of Fi	re Hydrant Meter
		÷ 23				
Fire Hydrant Meter	Removal Requ		Requested R	emoval Da	te:	Ĩ
Provide Current Meter Location if	Different from Above:				an a	
Signature:			Title:		Date:	, (a. 19)
Phone: ( )	-	Pager:	( )	2		5 x-5 2 P
			e Minister e Generalit de Lander de Lander e San An			n an
City Meter	Private Meter				an a	
Contract Acct #:	1.	Deposit Amount:	\$ 936.00	Fees Amo	unt: <b>\$ 62.</b>	00
Meter Serial #		Meter Size:	)5	Meter Ma	ke and Style:	6-7

Backflow #	Backflow Size:	Backflow Make and Style:			
Name:	Signature:	Dat			

Date:

#### WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party Company Name and Address Account Number:

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

.

Water Department

#### **APPENDIX C**

Materials Typically Accepted by Certificate of Compliance

### Materials Typically Accepted by Certificate of Compliance

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

#### APPENDIX D

### SAMPLE CITY INVOICE

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123					Contractor's Name:						
Project Name:						Contractor's Address:					
Work Order No or Job Order No.											
					Contractor's Phone #: Invoice No.						
•					Contractor's Fax #:				Invoice Date:		
RE Phone#: RE Fax#:				Contact Name: Billing Period:							
Item #		Contract Authorization			Previous Estimate This Estimate			Totals to Date			
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00					~	
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00	1					
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00	1	1				
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.3	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,200	\$1.400.00	\$1,400.00						
12	CHANGE ORDERS	10	-	<b><i>(</i>1,100,00</b>	\$1,400.00						
Change	e Order 1	4,890									
Items 1		4,070			\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2		160,480	120	-\$55.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00						
	e Order 3 (Close Out)	-121,500	-	. ,	. ,						
0	Deduct Bid Item 3		53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-9		1	-50,500.00	(\$50,500.00)						
	SUMMARY							Total This	\$ -	Total Billed	¢0.00
											\$0.00
	ginal Contract Amount						Retention and/or Escrow Payment Schedule				
	roved Change Order 1 Thru 3					Total Retention Required as of this billing					
_	al Authorized Amount (A+B)					Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date				Add'l Amt to Withhold in PO/Transfer in Escrow:							
E. Less	Total Retention (5% of D)					Amt to Release to Contractor from PO/Escrow:					
F. Less	Total Previous Payments										
G. Payı	ment Due Less Retention					Contractor Signature and Date:					
II D	naining Authorized Amount										

#### APPENDIX E

#### LOCATION MAP

### **Torrey Highlands Park** PROJECT SITE EL CAMINO REAL DEL MAR HIEGHTS RD CARMEL COUNTY bunty HWY S21 RŊ PACIFIC OCEAN (5)CARMEL VALLEY ROAD (56) LOCATION MAP NO SCALE RANCHO VERDE TR GLENCLIFF WAY **PROJECT SITE** REAL CAMINO DEI MAR HEIGHTS LANSDALE DRIVE, MAR HEIGHTS DEX VICINITY MAP NO SCALE Location Map/Vicinity Map

#### **APPENDIX F**

#### PHOTOS TO COLOR MATCH FOR PLAY CLIMBERS



Pacific Tree Frog



Coast Horned Lizard



### Coastal Rosy Boa

Appendix F – Photos to Color Match for Play Climbers Torrey Highlands Park - Play Area Upgrades Volume 1 of 2 (Rev. Mar. 2014)

#### APPENDIX G

#### PANEL SIGNAGE LAYOUTS















Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)





playlsi.com

## **Torrey Highlands Park** 61671-custom signs

## Panel 1a: Welcome Sign **DGI** printed







### Proudly presented by:

Mike Eisert









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Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)



# **Torrey Highlands Park** 61671-custom signs

## Panel 1b: Trail Map **DGI** printed







### Proudly presented by:

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99 Page















Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)





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## **Torrey Highlands Park** 61671-custom signs

### Panel 1c: General Stewardship Panel **DGI** printed









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Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)





Better playgrounds. Better world.<sup>™</sup>

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# **Torrey Highlands Park** 61671-custom signs

## Panel 2a: Welcome Sign **DGI** printed







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# WHO LIVES HERE?

The Western Scrub Jay (Aphelocoma californica) habitat ranges from Eastern Washington to Southern Mexico and as far east as central Kansas. It is easily recognized by its blue-grey coloring.

Mule Deer (Odocoileus hemionus) are one of the larger mammal species who call this area home, largely because of the surrounding Gonzales Canyon Open Space, part of an even larger wildlife corridor. Deer are often seen grazing here at the park in the early mornings.

0

0

Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 8 weeks from the time of LSI order acceptance.













Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)



The Coast Horned Lizard (Phrynosoma coronatum) is found from West Central and Southwestern California and along the Baja Peninsula. Its coloring allows the Coast Horned Lizard to easily blend into sandy areas and if seen, it is easily identified by its sharp body scales and horns along the head.

> "Ahh...the sand feels nice. Can you find me in the playground?"

0



playlsi.com

# **Torrey Highlands Park** 61671-custom signs

## Panel 2b: Animal Panel Permalene

Proudly presented by:

Mike Eisert









# WHO LIVES HERE?

Red-tailed Hawk (Buteo jamaicensis) colors vary but are usually identified by their brick colored tail. Red Tail Hawks construct elaborate and often messy looking stick nests in which they lay up to 5 eggs each year.

The Coastal Rosy Boa (Lichanura trivirgata) gets its name from its rosy or salmon coloration found on its belly. Although the Rosy Boa is not poisonous, there are other species around here that are. If you ever see a snake you should freeze, and let the snake move away from you.

34

Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 8 weeks from the time of LSI order acceptance.









2

0





Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)



34

Rarely seen by Humans, Bobcats (Lynx rufus) are elusive and nocturnal animals which prefer to find food at night. The bobcat is a predator that preys on smaller creatures such as rabbits, squirrels, fish, and insects.



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# **Torrey Highlands Park** 61671-custom signs

## Panel 2c: Animal Panel Permalene

Proudly presented by:

Mike Eisert























Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)



# **Torrey Highlands Park** 61671-custom signs

## Panel 3a: Trail Map **DGI** printed

Proudly presented by:

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# WHO LIVES HERE?

Anna's Humming Bird (Calypte anna) is more often heard first and seen second with its rapid-paced, slight buzzing sound the wings make while flying. Although native, Anna's Hummingbird has adapted well to the presence of humans and can often be seen feeding in residential gardens. Tubular flowers in shades of pink or red are favored.

0

The Pacific Tree Frog's (Pseudacris regilla) stereotypical two part 'kreck-et' or 'ribbit' is most commonly used in Hollywood movie soundtracks regardless of which frog variety is actually being shown in the film.

Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 8 weeks from the time of LSI order acceptance.













Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)







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# **Torrey Highlands Park** 61671-custom signs

## Panel 3b: Animal Panel Permalene

Proudly presented by:

Mike Eisert










Custom products are shown as conceptual only. Custom product manufacturing time for this project will be 8 weeks from the time of LSI order acceptance.













Torrey Highlands Park - Play Area Upgrades - Appendix G - Panel Signage Layouts - Volume 1 of 2 (Rev. Mar. 2014)





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# **Torrey Highlands Park** 61671-custom signs

# Panel 3c: Animal Tracks Panel Permalene

Proudly presented by:

Mike Eisert









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## ATTACHMENT F

## INTENTIONALLY LEFT BLANK

## **City of San Diego**

 CONTRACTOR'S NAME:
 ALVAND CONSTRUCTION, INC.

 ADDRESS:
 12344 OAK KNOLL RD. #G1, POWAY, CA 92064

 TELEPHONE NO.:
 858-668-2830

 FAX NO.:
 858-668-2832

CITY CONTACT: Clementina Giordano - Contract Specialist, Email: CGiordano@sandiego.gov Phone No. (619) 533-3481, Fax No. (619) 533-3633 S Bose/BD/Lad

## CONTRACT DOCUMENTS



615/14 CN Valid

## FOR TORREY HIGHLANDS PARK – PLAY AREA UPGRADES

VOLUME 2 OF 2

BID NO.:	K-14-5958-DBB-3	
SAP NO. (WBS/IO/CC):	S-11020	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	GB	

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

> BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2)

▶ PREVAILING WAGE RATES: STATE ∑ FEDERAL □

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

#### TABLE OF CONTENTS

#### DESCRIPTION

•,

#### PAGE NUMBER

#### Volume 2 - Bidding Documents

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

1.	Bid/Proposal	3
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	7
4.	Contractors Certification of Pending Actions	8
5.	Equal Benefits Ordinance Certification of Compliance	9
6.	Proposal (Bid)	10
7.	Form AA35 - List of Subcontractors	13
8.	Form AA40 - Named Equipment/Material Supplier List	14
9.	Form AA45 - Subcontractors Additive/Deductive Alternate	15

#### PROPOSAL

#### **Bidder's General Information**

To the City of San Diego:

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

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

#### IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted	N/A
(2) Signature (Given and surname) of proprietor	
(3) Place of Business (Street & Number)	
(4) City and State	Zip Code
(5) Telephone No.	Facsimile No
(6) Email Address	
<b>IF A PARTNERSHIP, SIGN HERE:</b> (1) Name under which business is conducted	N/A
(-)	

~ ~ ~	Name of each member of partnership, indicate (limited):	character of each partner, general or special
(3)	Signature (Note: Signature must be made by a	general partner)
	Full Name and Character of partner	
(4)	Place of Business (Street & Number)	
(5)	City and State	Zip Code
(6)	Telephone No.	Facsimile No
(7)	Email Address	
(1)	ORPORATION, SIGN HERE: Name under which business is conductedAL Signature, with official title of officer authorize	
	(Signature)	
	CHRIS' ASHTARI	
	(Printed Name)	
	<b>PRESIDENT</b> (Title of Officer)	(Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State of	ALIFORNIA
(4)	Place of Business (Street & Number) <b>12344</b>	OAK KNOLL RD. #G1
		Zip Code _ <b>92064</b>
	Telephone No. <b>858-668-2830</b>	-
(-)		

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#### THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION	А,В		. <u></u>	
LICENSE NO. 628799	EX	XPIRES	AUG 31	, 2015

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

TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_\_

Email Address: **ALVAND77@GMAIL.COM** 

#### THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Title President Signature

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_\_, State of \_\_\_\_\_\_

(NOTARIAL SEAL)

STATE OF CALIFORNIA		•
County of	SAN DIEGO	}
On06/04/2014	before me,	GLENDA J. ROONEY, NOTARY PUBLIC Here Insert Name and Title of the Officer
	KEYKHOSROW ASHTA	
GLI ROTARY CO SAM	DFFICIAL SEAL ENDA J. ROONEY Y PUBLIC-CALIFORNIA MM. NO. 2012529 N DIEGO COUNTY MM. EXP. MAR. 16, 2017	who proved to me on the basis of satisfactory evidence be the person(e) whose name(e) is/are subscribed to t within instrument and acknowledged to me that he/ehe/th executed the same in his/her/their authorized capacity(ie and that by his/her/their signature(e) on the instrument t person(e), or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph is tr and correct. Witness my hand and official seal.
Place Notary	y Seal Above	Signature Signature of Notary Public J Rang
	OP	PTIONAL
	OP	č /
Though the informatio and could p Description of Attache	on below is not required by lav prevent fraudulent removal and d Document	<b>PTIONAL</b> w, it may prove valuable to persons relying on the document d reattachment of this form to another document.
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#### BID BOND

#### KNOW ALL MEN BY THESE PRESENTS,

That ALVAND CONSTRUCTION, INC.

as Principal, and

 $\frac{\text{NORTH AMERICAN SPECIALTY INSURANCE COMPANY}}{\text{held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.}$ 

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

TORREY HIGHLANDS PARK - PLAY AREA UPGRADES, BID NO. K-14-5958-DBB-3

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

SIGNED AND SEALED, this \_\_\_\_\_ 2ND day of \_\_\_\_\_ JUNE \_\_\_\_\_, 20\_\_\_\_14\_\_\_

ALVAND CONSTRUCTION, INC.

(SEAL) (Principal) R

Ma 10 datast

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

(SEAL)

(Signature) KEYKHOSROW ASHTARI, PRESIDENT MARK D. IATA (SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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

(Surety)

Torrey Highlands Park - Play Area Upgrados Bid Bond Volumo 2 of 2 (Rev. Apr. 2014)

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA		}
County of	SAN DIEGO	
On	before me,	GLENDA J. ROONEY, NOTARY PUBLIC, Here Insert Name and Title of the Officer
personally appeared	KEYKHOSROW ASI	HTARI
		Name(s) of Signer(s)
	FFICIAL SEAL	who proved to me on the basis of satisfactory evidence to be the person( <del>s</del> ) whose name( <del>s</del> ) is/ <del>are</del> subscribed to the within instrument and acknowledged to me that he/ <del>she/they</del> executed the same in his/ <del>her/their</del> authorized capacity( <del>ies</del> ), and that by his/ <del>her/their</del> signature( <del>s</del> ) on the instrument the person( <del>s</del> ), or the entity upon behalf of which the person( <del>s</del> ) acted, executed the instrument.
NOTARY SAN SAN MY COM	NDA J. ROUNE PUBLIC-CALIFORNIA M. NO. 2012529 DIEGO COUNTY M. EXP. MAR. 16, 2017	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
		Witness my hand and official seal.
Place Notary Sea	al Above	Signature <u>Signature of Notary Public</u>
Description of Attached D	ocument	Iaw, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Title or Type of Document:		
Document Date:		Number of Pages:
Signer(s) Other Than Name	ed Above:	
Capacity(ies) Claimed by	Signer(s)	
Signer's Name: <u>KEYKHOSR</u> Individual Corporate Officer — Title( Partner — Limited G Attorney in Fact Guardian or Conservator Other: Signer is Representing:	s): <u>PRESIDENT</u> eneral <b>RIGHT THUMBP</b> OF SIGNEF Top of thumb h	Trustee OF SIGNER

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA	ı
County of SAN DIEGO	}
On 06 /02 /2014 before me,	GLENDA J. ROONEY, NOTARY PUBLIC
personally appeared MARK D. IAT	AROLA Name(s) of Signer(s)
OFFICIAL SEAL GLENDA J. ROONEY NOTARY PUBLIC-CALIFORNIA COMM. NO. 2012529 SAN DIEGO COUNTY MY COMM. EXP. MAR. 16, 2017	who proved to me on the basis of satisfactory evidence to be the person(e) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(c) on the instrument the person(s), or the entity upon behalf of which the person(e) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature
Place Notary Seal Above	PTIONAL
	aw, it may prove valuable to persons relying on the document nd reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: MARK D. IATAROLA  Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Guardian or Conservator Other: Signer Is Representing:	<ul> <li>Partner — I Limited General</li> <li>Attorney in Fact</li> <li>Trustee</li> </ul>

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#### NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

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

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

GLENDA J. ROONEY, and MARK D. IATAROLA

#### JOINTLY OR SEVERALLY

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

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

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

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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>9th</u>\_day of <u>\_\_\_\_\_May</u>, 20<u>14</u>.

#### North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook ss:

On this <u>9th</u> day of <u>May</u>, 20<u>14</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>David M. Layman</u>, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklend

Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this <u>2ND</u> day of JUNE

, 20 14

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

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

)

State of California

#### ) SS. County of SAN DIEGO

'CHRIS' ASHTARI

\_\_\_\_\_, being first duly sworn, deposes and PRESIDENT savs that he or **shu** 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: -

Title: **PRESIDENT** 

Subscribed and sworn to before me this day of .20

Notary Public

(SEAL)

Torrey Highlands Park - Play Area Upgrades Non-collusion Affidavit Volume 2 of 2 (Rev. Apr. 2014)

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of SAN DIEGO	}
On 6/4/2014 before me,	GLENDA J. ROONEY, NOTARY PUBLIC, Here Insert Name and Title of the Officer,
personally appearedKEYKHOSROW ASHTA	२। Name(s) of Signer(s)
OFFICIAL SEAL GLENDA J. ROONEY NOTARY PUBLIC-CALIFORNIA COMM. NO. 2012529 SAN DIEGO COUNTY MY COMM. EXP. MAR. 16, 2017	who proved to me on the basis of satisfactory evidence to be the person( <del>o</del> ) whose name( <del>s</del> ) is/ <del>are</del> subscribed to the within instrument and acknowledged to me that he/ <del>che/they</del> executed the same in his/ <del>her/their</del> authorized capacity( <del>ico</del> ), and that by his/ <del>her/their</del> signature( <del>s</del> ) on the instrument the person( <del>o</del> ), or the entity upon behalf of which the person( <del>o</del> ) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature <u>Signature of Notary Public</u> <u>Aconce</u>
	TIONAL , it may prove valuable to persons relying on the document reattachment of this form to another document.
Document Date:	Number of Pages:
Document Date: Signer(s) Other Than Named Above:	

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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 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

#### CHECK ONE BOX ONLY.

- **K** The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: ALVAND CONSTRUCTION, INC.

Certified By

'CHRIS' ASHTARI Name Signature

Title **PRESIDENT** 

Date JUNE 4, 2014

#### USE ADDITIONAL FORMS AS NECESSARY

Torrey Highlands Park - Play Area Upgrades Contractors Certification of Pending Actions Volume 2 of 2 (Rev. Apr. 2014)

### EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



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

		COMPANY INF	<u>DRMATION</u>	
Company Name	ALVAND CONSTRU	CTION, INC.	Contact Name: 'C	HRIS' ASHTARI
Company Addre	ess: 12344 OAK KNOL	L RD. #G1	Contact Phone: 85	58-668-2830
	POWAY, CA 9206	4	Contact Email: AL	VAND77@GMAIL.CON
		CONTRACT INF	ORMATION	
Contract Title:	TORREY HIGHLAND	S PARK - PLAY AR	EA UPGRADES	Start Date:
Contract Numb	per (if no number, state locat	tion): <b>K-14-5958-DB</b>	3-3	End Date: 130 WD
	SUMMARY OF	EQUAL BENEFITS	ORDINANCE REQUIREME	NTS
maintain equal l Contractor Benefits travel/rel Any bene Contractor enrollmen Contractor Contractor	benefits as defined in SDMC shall offer equal benefits to e include health, dental, vision ocation expenses; employee a efit not offer an employee wit shall post notice of firm's eq t periods. shall allow City access to rec shall submit <i>EBO Certificatio</i>	\$22.4302 for the duration of mployees with spouses and insurance; pension/401(k) assistance programs; credit th a spouse, is not required pual benefits policy in the ords, when requested, to co on of Compliance, signed u	ontracts only with contractors who of of the contract. To comply: I employees with domestic partners. plans; bereavement, family, parental union membership; or any other ben to be offered to an employee with a workplace and notify employees at the onfirm compliance with EBO require ender penalty of perjury, prior to awa the EBO and Rules Implementing	I leave; discounts, child care; lefit. domestic partner. time of hire and during open ments. rd of contract.
	ov/administration.			
	CONTRACTOR	EQUAL BENEFITS	ORDINANCE CERTIFICAT	10N
Please indicate	your firm's compliance status	s with the EBO. The City n	nay request supporting documentatio	n.
X	Laffirm compliance with	the EBO because my firm	(contractor must <u>select one</u> reason):	
	-	nefits to spouses and dome	· · · · · · · · · · · · · · · · · · ·	
		its to spouses or domestic	-	
	□ Has no employees	•	F	
	Has collective bar expired.	gaining agreement(s) in pl	ace prior to January 1, 2011, that has	not been renewed or
	made a reasonable effort b	out is not able to provide equivalent for benefits avail	tes a cash equivalent in lieu of equal qual benefits upon contract award. I a able to spouses but not domestic par ts to domestic partners.	gree to notify employees of
			ormation to the City regarding equa any contract. [San Diego Municipal (	
firm understand		ual Benefits Ordinance an	the above information is true and co d will provide and maintain equal be	
'CHRIS' AS	SHTARI, PRESIDENT		JSM/	06/04/14
	Name/Title of Signatory		Signature	Date
		FOR OFFICIAL CI	TY USE ONLY	
Receipt Date:	EBO Analyst:	Appro		

(Rev 02/15/2011)

#### **PROPOSAL (BID)**

The Bidder agrees to the construction of **Torrey Highlands Park - Play Area Upgrades**, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$ 7,000
2	1	LS	238990	9-3.4.1	Mobilization		\$ 2,000
3	1	LS	238990	9-3.1	Field Construction: Play Equipment, Play Area Surfacing and Drainage, Site Furnishings, Accessible Parking, Accessible Path of Travel and Planting/Irrigation.		\$54 <i>0,000</i>
4	1	LS	541370	9-3.1	Survey Services		\$4,000
5	1	LS	541330	701-13.9.5	Water Pollution Control Plan Development		\$ 1,000
6	1	LS	237990	701-13.9.5	Water Pollution Control Plan Implementation		\$ 12,000
7	1	AL		9-3.5	Field Orders – Type II		\$60,000.00
	ESTIMATED TOTAL BASE BID				\$626,000		
				ADDIT	IVE ALTERNATE "A"		
1	1	LS	238990	9-3.1	Upgrade resilient surfacing in playground to Supreme, see also 37372-1-D and 37372-7-D		s — 7,000
	ESTIMATED TOTAL ALTERNATE "A"					\$-7,000	
				ESTIMATE	D TOTAL BASE BID PLUS ADDITIVE A	LTERNATES "A"	\$ 619,000

Torrey Highlands Park - Play Area Upgrades Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014) 10 | Page

TOTAL BID PRICE FOR BID (Items 1 through 7 PLUS Additive Alternate A, item 1 inclusive) amount written in words:

## Six Hundred Nineteen Thousand Dollars

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: **NONE** 

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

#### 'CHRIS' ASHTARI, PRESIDENT- SECRETARY- TREASURER- MAMAGER

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

#### Bidder: ALVAND CONSTRUCTION, INC.

Title: <b>PRESIDEN</b>	<u>Т</u>
Business Address:	12344 OAK KNOLL RD. #G1, POWAY, CA 92064
Place of Business:	POWAY
Place of Residence:	POWAY
Signature:	A-M.C

Torrey Highlands Park - Play Area Upgrades Proposal (BID) Volume 2 of 2 (Rev. Apr. 2014)

#### NOTES:

- A. The low Bid will be determined the low Bid based on the Base Bid plus the following Additive Alternate: "A"
- B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid 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 bid proposal.
- D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE. MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED\OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
CA Name:		PLE, Req ubcont					
Zip: Phone:		ASE 7 quirem tractor es effe					
Name: <u>DIE Contractors</u> Address: <u>P.O.Box</u> 2361 City: <u>Alpine</u> State: <u>Ca</u>	Sceb	FAKE nent to rs licen	Bath Partition	\$ 2,500			
Zip: 91903 Phone: £19456-2992		NO' pro' Ise r <b>July</b>	Accessories				
Name: Tet lot Address: 14660 Mallorg Dr City: Fontana State: <u>Ca</u> Zip: 92335 Phone: 909-350-9500	Sab	TICE vide numbers 1, 2014	pley Eggep. Installer	\$ 46,000			

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	antroan		
Service-Disabled Veteran Owned Small Business	SDVOSB		
s appropriate, Bidder shall indicate if Subcontractor is certified	ed by:	State of California Department of Transportation	CALTRANS
		State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS SRMSDC
s appropriate, Bidder shall indicate if Subcontractor is certific City of San Diego	ed by: CITY	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles	

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

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2.1915 2.1015

#### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED \OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED 2	CHECK IF JOINT VENTURE PARTNERSHIP
CA Name: Address: <u>City:State:</u> Zip:Phone:		PLEASE Require bcontract comes ef					
Name Creat Recreation Address: 3151 Airway Ave #A-3 City: Create Meso State: CA Zip: 92626 Phone: 714-619-0100	Sub		Scerbacing	\$66,4 <i>0</i> 0	<del></del>		~
Name: Accaline Sorvey InC. Address: 1919 Grand Ave. #1G City: Son Diego State: CA Zip: 92109 Phone: 558-483-6665	Sceb	TICE wide numbers 1, 2014	Stervey	\$3,700			

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

Certified Minority Business Enterprise	MBE
Certified Disadvantaged Business Enterprise	DBE
Other Business Enterprise	OBE
Certified Small Local Business Enterprise	SLBE
Woman-Owned Small Business	WoSB
Service-Disabled Veteran Owned Small Business	SDVOSB

Certified Woman Business EnterpriseWBECertified Disabled Veteran Business EnterpriseDVBECertified Emerging Local Business EnterpriseELBESmall Disadvantaged BusinessSDBHUBZone BusinessHUBZone

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

City of San Diego	CITY
California Public Utilities Commission	CPUC
State of California's Department of General Services	CADoC
State of California	CA

{	State of California Department of Transportation	CALTRANS
С	San Diego Regional Minority Supplier Diversity Council	SRMSDC
oGS	City of Los Angeles	LA
	U.S. Small Business Administration	SBA

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

#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the. Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED \OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED@
Name: Cast Recreation Address: 3151 Airway Ave #A-3 City: Cast Mesa State: CA Zip: 92626 Phone: 714-619-0100	Sapplies	\$200,200	У	N		<del></del>
Name Quick Cretr Products Corp Address: 20 Box 639 City: Norco State: CA Zip: 92.86 Phone: 951-737-6240	Sapplies	\$ 7,700	7	Y		
Name: Fergason Waterworks Address: 11 309 Tech Center Court City: por by State: CA Zip: 90 CB Phone: 55 391-3700	Supplies	\$5,400	Ÿ	N		

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

Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	CITY CPUC CADoGS CA	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA

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

Torrey Highlands Park - Play Area Upgrades Form AA 40 – Named Equipment / Material Supplier List Volume 2 of 2 (Rev. Apr. 2014)

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#### NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the. Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED \OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBO	WHERE CERTIFIED©
Name: Carmense Industrial Sands Address: 31302 ortega Huy City: San Juan Capiston State: CA Zip: 92675 Phone: 805-857-3347	Materials	\$25,000	N	N		
Name:						
Name:						

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

Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business	MBE DBE OBE SLBE WoSB SDVOSB	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business	WBE DVBE ELBE SDB HUBZone
s appropriate, Bidder shall indicate if Vendor/Supplier is certified by: City of San Diego California Public Utilities Commission State of California's Department of General Services State of California	CITY CPUC CADoGS CA	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration	CALTRANS SRMSDC LA SBA

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

Torrey Highlands Park - Play Area Upgrades Form AA 40 – Named Equipment / Material Supplier List Volume 2 of 2 (Rev. Apr. 2014)

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#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's *Base Bid* whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder'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%. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NÜMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT (MUST BE FILLED \OUT)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Add 1	Name: <u>Spectraturf</u> Address: <u>Soo E Rincon St. # lon</u> City: <u>Corona</u> State: <u>CA</u> Zip: <u>92879</u> Phone: <u>800-875-5788</u>	Sab	SAS qui ntra	Surfac	\$7,000 A 53,000			
	Name:		AKE NO ent to pro- license r tive <b>July</b>					
	Name:		TICE vide numbers 1, 2014					

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

Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise	MBE DBE OBE	Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise	WBE DVBE ELBE
Certified Small Local Business Enterprise Woman-Owned Small Business	SLBE WoSB	Small Disadvantaged Business HUBZone Business	SDB HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
	hv:		
s appropriate, Bidder shall indicate if Subcontractor is certified City of San Diego	by: CITY	State of California Department of Transportation	CALTRANS
s appropriate, Bidder shall indicate if Subcontractor is certified	2	State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council	CALTRANS SRMSDC
s appropriate, Bidder shall indicate if Subcontractor is certified City of San Diego	CITY		

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

Torrey Highlands Park - Play Area Upgrades Form AA 45 – Subcontractors Additive/Deductive Alternate Volume 2 of 2 (Rev. Apr. 2014)

2

# TORREY HIGHLANDS PARK IMPROVEMENTS FOR: SAN DIEGO, CALIFORNIA

## **PROJECT LOCATION & DESCRIPTION:**

TORREY HIGHLANDS PARK, 4450 LANSDALE DRIVE. SAN DIEGO, CA 92130

- TORREY HIGHLANDS PARK IS LOCATED IN CARMEL VALLEY NEIGHBORHOOD #7, OFF LANSDALE DRIVE, NORTH OF DEL MAR HEIGHTS ROAD AND NORTH EAST OF TORREY PINES HIGH SCHOOL

## SURVEY DATA:

SOURCE OF TOPOGRAPHY:PARTY CHIEF:C. RENNERDATE:02.10.2012INDEX:288-1701WBS #:S-11020

REFERENCE DRAWINGS: - CITY OF SAN DIEGO PRELIMINARY SURVEY FIELD NOTES - PARCEL MAP #: 15728 - PARCEL 1

BENCH MARK:

- USC & GS SURVEY MONUMENT 'ZANGA' COORDINATES - N 295,109.19 , E 1,705,825.87 ELEVATION - 324.00 M.S.L. DATUM

BASIS OF BEARINGS/COORDINATES:

- (NAD83) LATITUDE: LONGITUDE:	32° 57' 41.09" 117° 13' 20.80"	NORTH WEST
- (NAD27) LATITUDE:	32° 37' 41.74"	NORTH

LEGAL DESCRIPTION

LONGITUDE:

-PARCEL 'A' : PARCEL ONE OF PARCEL MAP NO. 15728 IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 6, 1989, AS INSTRUMENT NO. 89-357401 OF OFFICIAL RECORDS. <u>APN #</u> -304-114-0100

117° 13' 17.47" WEST

## SHEET INDEX

NO.	SHEET TITLE	D-SHT. ID	SHEET LABEL
1	TITLE SHEET & SHEET INDEX	37372-01-D	T-1.0
2	DEMOLITION LEGEND & NOTES	37372-02-D	D-1.0
3	DEMOLITION PLAN	37372-03-D	D-1.1
4	DEMOLITION PLAN	37372-04-D	D-1.2
5	DEMOLITION PLAN	37372-05-D	D-1.3
6	COMFORT STATION IMPROVEMENT PLAN	37372-06-D	A-1.0
7	LANDSCAPE CONSTRUCTION LEGEND & NOTES	37372-07-D	LC-1.0
8	ACCESSIBLE PATH OF TRAVEL PLAN	37372-08-D	LC-1.05
9	LANDSCAPE CONSTRUCTION PLAN	37372-09-D	LC-1.1
10	LANDSCAPE CONSTRUCTION PLAN	37372-10-D	LC-1.2
11	LANDSCAPE CONSTRUCTION PLAN	37372-11-D	LC-1.3
12	LANDSCAPE CONSTRUCTION DETAILS	37372-12-D	LC-2.0
13	LANDSCAPE CONSTRUCTION DETAILS	37372-13-D	LC-2.1
14	LANDSCAPE CONSTRUCTION DETAILS	37372-14-D	LC-2.2

## **PROJECT DIRECTORY :**

OWNER'S NAME & ADDRESS: CITY OF SAN DIEGO PUBLIC WORKS DEPARTMENT 600 "B" STREET, SUITE 800 MS 908A SAN DIEGO, CA 92101 PROJECT MANAGER CONTACT: SHEILA BOSE (619) 533-4

LANDSCAPE ARCHITECT (PRIME) SCHMIDT DESIGN GROUP, INC. 2655 FOURTH AVENUE SAN DIEGO, CA 92103 PHONE: 619-236-1462 CONTACT(S): GLEN SCHMIDT, PRINCIPAL MARNEY JENSEN, PROJECT MANAGER

ARCHITECT (ACCESSIBILITY SPECIALIST) ACCESS SAN DIEGO P.O. BOX 1085 SOLANA BEACH, CA 92075 PHONE: 858.792.7026 CONTACT: PAUL L. BISHOP, ARCHITECT C11203, CASp #4

## SCOPE OF WORK:

EXISTING TORREY HIGHLANDS PARK IMPROVEMENTS

THE SCOPE OF THIS PROJECT IS TO UPGRADE THE EX PLAYGROUND AREAS, COMFORT STATION, & ADA PARE AS WELL AS GENERAL ACCESSIBILITY UPGRADES TO T SURROUNDING AREA.

- 1. REPLACE PICNIC TABLES WITH ADA TABLES.
- 2. REPLACE DRINKING FOUNTAIN WITH ADA DRINKING
- 3. REMOVE AND REPLACE CONCRETE PAVING.
- REMOVE AND REPLACE PLAYGROUND STRUCTURE SAND AND RESILIENT SURFACING TO MEET ADA ST/
   PROVIDE ADA COMPLIANT PARKING.
- 6. COMFORT STATION UPGRADES TO MEET ADA STAN

## EXISTING DRAWINGS AFFECTING THE

AS-BUILT PLANS FOR "PARK SITE, N.C.W. NEIGHBORHO -- D-SHEET #25039-1-D THROUGH 25039-25-D

## APPLICABLE STANDARD DRAWINGS & SPECIF

DISABLED ACCESS REGULATIONS, TITLE 24 (CURRENT AND CALIFORNIA STATE ACCESSIBILITY STANDARDS IN MANUAL (CURRENT EDITION) PREPARED BY THE OFFIC STATE ARCHITECT AND THE DEPARTMENT OF REHABIL

AMERICANS WITH DISABILITIES ACT REGULATION: ADA AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GU ISSUED BY THE ARCHITECTURAL AND TRANSPORTATIC COMPLIANCE BOARD (CURRENT EDITION)

MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION MAINTENANCE WORK ZONES, STATE OF CALIFORNIA D OF TRANSPORTATION (CURRENT EDITION).

U.S. CONSUMER PRODUCTS SAFETY COMMISSION HAN PLAYGROUND SAFETY (CURRENT EDITION)

NOTE: THE MOST CURRENT EDITIONS OF THE PRECED DOCUMENTS SHALL BE USED. WHERE ONE OR MORE S SPECIFICATIONS OR DRAWINGS ARE ACCEPTABLE, THI RESTRICTIVE SHALL TAKE PRECEDENCE.

		CONSTRUCTION CHANGE / ADDENDUM	WARNING		
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.		CITY OF PUBLIC

	PARK INSPECTION TEAM:	CAUTION NOTE:
	A. SITE SUPERINTENDENT (CONTRACTOR) B. SUB CONTRACTOR(S) C. RESIDENT ENGINEER FROM FIELD ENGINEERING DEPT. D. CITY PROJECT MANAGER E. DESIGN CONSULTANT(S)	BEFORE EXCAVATING, VERIFY THE LOCATION OF UUTILITIES. AT LEAST TWO (2) WORKING DAYS PRIOR EXCAVATION, THE CONTRACTOR SHALL REQUEST IN UNDERGROUND UTILITIES BY CALLING THE BELOW NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION
1698	F. PARK & RECREATION DISTRICT MANAGER AND ASSET MANAGER PARK INSPECTION STAGES:	UNDERGROUND SERVICE ALERT
	IN ADDITION TO THE RESIDENT ENGINEER'S INSPECTIONS, PARK &	IRRIGATION SYSTEMS
	RECREATION REPRESENTATIVES TO BE PRESENT AT THE	IRRIGATION CONTROL WIRE
	FOLLOWING PARK INSPECTION STAGES: 1. PRE-CONSTRUCTION MEETING 2. ROUGH GRADING AND DRAINAGE 3. HARDSCAPE AT TIME OF FINISHED STAKING AND LAYOUT 4. FINISH GRADING AND SOIL PREPARATION 5. IRRIGATION COVERAGE TEST	FACILITIES MAINTENANCE DIVISION 1. SECTION 4216/4217 OF THE GOVERNMENT CODE ALERT IDENTIFICATION NUMBER BE ISSUED BEFORM EXCAVATE WILL BE VALID. FOR YOUR DIG ALERT I.D UNDERGROUND SERVICE ALERT AT 1-800-422-4133
	<ol> <li>PLAYGROUND INSPECTION</li> <li>PROJECT CONSTRUCTION 90% COMPLETE (DEVELOP PUNCH LIST AND SUBMIT RED-LINE AS BUILT)</li> </ol>	2. IT SHALL BE THE RESPONSIBILITY OF THE CONTR
14	<ol> <li>FINAL WALK-THROUGH, ACCEPTANCE BY THE CITY (CONTRACTOR TO SUBMIT FINAL APPROVED AS-BUILTS TO THE CITY)</li> <li>ADDITIVE ALTERNATE:</li> </ol>	ALL SUBSTRUCTURES, WHETHER SHOWN HEREON PROTECT THEM FROM DAMAGE. THE EXPENSE OF I REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE CONTRACTOR.
	THE FOLLOWING ITEM SHALL BE INSTALLED BY THE	<ul> <li>3. THE CONTRACTOR SHALL BE SOLELY RESPONSI SAFETY MEASURES OR REGULATIONS.</li> </ul>
KISTING KING SPACE THE	<ul> <li>CONTRACTOR AND USED IN PLACE OF THE ITEM IDENTIFIED IN THE PLANS IF REQUESTED BY THE CITY OF SAN DIEGO.</li> <li>1. ADD ALTERNATE (A) - UPGRADE RESILIENT SURFACING TO 'TPV SUPREME' OR EQUIVALENT. SEE SHEET LC-1.0 REFERENCE NOTE #9.</li> </ul>	4. LOCATION AND ELEVATION OF ALL EXISTING IMP THE AREA OF WORK SHALL BE CONFIRMED BY FIEL PRIOR TO CONSTRUCTION OF NEW WORK. CONTRA EXPLORATORY EXCAVATIONS AND LOCATE EXISTIN FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTIO REVISIONS TO PLANS IF REVISIONS ARE NECESSAF ACTUAL LOCATION OF EXISTING FACILITIES.
FOUNTAIN.		<ol> <li>5. THE CONTRACTOR SHALL TAKE ALL PRECAUTION PROTECT EXISTING IMPROVEMENTS.</li> <li>6. CONTRACTOR IS RESPONSIBLE FOR POT HOLING</li> </ol>
IDARDS.		OF CONSTRUCTION TO VERIFY ALL ELEVATIONS OF UTILITIES.
PROJECT:		7. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LO MARK-OUT OF ALL PRIVATE UTILITIES LOCATED ON PRIOR TO EXCAVATION.
DOD 7"		DECLARATION OF RESPONSIBLE CH
		I HEREBY DECLARE THAT I AM THE LANDSCAPE ARC
EDITIONS:		FOR THIS PROJECT, THAT I HAVE EXERCISED RESPO OVER THE DESIGN OF THIS PROJECT AS DEFINED IN THE BUSINESS AND PROFESSIONS CODE, AND THAT CONSISTENT WITH CURRENT STANDARDS.
CE OF THE LITATION. AAG (THE JIDELINES)		I UNDERSTAND THAT THE CHECK OF THE PROJECT D SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CON REVIEW ONLY AND DOES NOT RELIEVE ME, AS THE L ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR DESIGN.
ON BARRIERS		GLEN SCHMIDT, PRINCIPAL, FASLA SCHMIDT DESIGN GROUP, INC. 2655 FOURTH AVENUE SAN DIEGO, CA 92103
DEPARTMENT		PHONE NO. (619) 236-1462 FAX NO. (619) 236-8792 EMAIL: gschmidt@schmidtdesign.com
NDBOOK FOR		MUSAUU 07.15.2013 SIGNATURE DATE
DING SETS OF IE MORE		CELEN SCHMIDT REGISTRATION NO. 2138
		TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH_
		CONSULTANT
		SCHMIDT DESIGN GROUP, INC.
~	STATIC STATIC	BALANCING ARTISTIC EXPRESSION IN DES

SAN DIEGO WORKS PROJECT



2655 Fourth Avenue, San Diego, CA 92103 Lic. CA
 telephone {619} 236-1462 facsimile {619} 236-8
 www.schmidtdesign.com

PROJECT #: 12-401 - DRAWN BY: NL,LD - CHECKED BY: MJ,JJ,JB -

UNDERGROUND OR TO MARKOUT OF V LISTED REGIONAL CATION NUMBER:

800-422-4133

- 619-533-5783 - 619-533-5783

-619-525-8500

REQUIRES A DIG RE A PERMIT TO .D. NUMBER CALL TWO WORKING

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NEDIUMLOW_X	SPEC. NO. 5958	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 14 SHEETS			WBS NO		
	LAN DS CAPE NRE	FOR CITY ENGIN	sie	9_	117/1_ DATE	3	SUBMITTED BY: KEVIN OLIVER PROJECT OFFICER
ESIGN	Jan Jun	DESCRIPTION ORIGINAL	BY SDG	APPROVED	DATE	FILMED	SHEILA BOSE
CA 2138, NV 219, AZ 34139 5-8792	10-31-13 RENEWAL DATE 07 15 2013						288-1701 CCS27 COORDINATE
	PTE OF CALIFORNIP						1924-6262 CCS83 COORDINATE
PLT. DATE: 05.22.2013		CONTRACTOR		ATE STARTED	ED		37372-01-D

ORREY HIGHLANDS PARK IMPROVEMENTS

CONTRACTOR REPAIR / REPLACE NOTE: UNLESS OTHERWISE NOTED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND OR REPLACE ANY DAMAGED IRRIGATION OR PLANT MATERIAL AFFECTED DURING THE CONSTRUCTION PROCESS. REPLACEMENT WILL REQUIRE EXACT MATCH OF DAMAGED COMPONENT / PLANT MATERIAL OR EQUAL TO BE APPROVED BY THE RESIDENT ENGINEER PRIOR TO REINSTALLATION. ALL EXISTING TREES TO REMAIN AND BE PROTECTED IN PLACE. SEE NOTES & SPECIFICATIONS.

SHEET LEGEND:

NOTE:

DEMOLITION LEGEND & NOTES - SHEET D-1.0 DEMOLITION PLANS - SHEETS D-1.1 THRU D-1.3 COMFORT STATION IMPROVEMENT PLAN - SHEET A-1.0 LANDSCAPE CONSTRUCTION LEGEND & NOTES - SHEET LC-1.0 ACCESSIBLE PATH OF TRAVEL PLAN - SHEET LC-1.05 LANDSCAPE CONSTRUCTION PLANS - SHEETS LC-1.1 THRU LC-1.3 LANDSCAPE CONSTRUCTION DETAILS - SHEETS LC-2.0 THRU LC-2.2 DEMOLITION NOTES:

1. SUMMARY

- A. CLEAR AND GRUB THE PROJECT SITE PRIOR T CONSTRUCTION, AS SPECIFIED HEREIN, AND FOR A COMPLETE AND PROPER PREPARATION SITE.
- B. LOCATION AND ELEVATION OF ALL EXISTING IMPROVEMENTS WITHIN THE AREA OF WORK CONFIRMED BY FIELD MEASUREMENT PRIOR CONSTRUCTION OF NEW WORK.
- C. CONTRACTOR TO LOCATE EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- D. DEMOLITION ITEMS ON THIS PLAN ARE FOR CO REFERENCE ONLY. CONTRACTOR IS RESPONS REMOVAL OF ALL EXISTING ABOVE AND UNDE STRUCTURES AS NECESSARY TO CONSTRUCT

2. PROJECT CONDITIONS

- A. TRAFFIC: CONDUCT SITE PREPARATION WORK MINIMUM INTERFERENCE WITH EXISTING ROA STREETS, WALKS AND OTHER ADJACENT OCC USED FACILITIES. DO NOT CLOSE OR OBSTRU STREETS, WALKS OR OTHER OCCUPIED OR US FACILITIES WITHOUT PERMISSION FROM AUTH HAVING JURISDICTION.
- B. COMPLETE THE CLEARING AND SITE PREPARA BEFORE STARTING EARTHWORK. ERECT TEMI CONSTRUCTION FENCING, BARRICADES, ENCI AND PROTECTION OF ADJACENT PROPERTY A WORK BEFORE STARTING SITE CLEARING WO MAINTAIN FOR THE DURATION OF WORK.
- C. INSPECT AND REVIEW THE PROJECT SITE TO I EXISTING CONDITIONS WHICH AFFECT CONST OPERATIONS. IT SHALL BE THE RESPONSIBILIT CONTRACTOR TO LOCATED ALL SUBSTRUCTU WHETHER SHOWN HEREON OR NOT, AND PRO FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHO BORNE BY THE CONTRACTOR.
- D. ALL EXISTING IRRIGATION LATERALS, HEADS, MAINLINES SHALL BE ADJUSTED TO NEW CON AFFECTED IRRIGATION ZONES SHALL BE SHU AREAS OF DISTURBANCE. ALL CONSTRUCTION AREAS SHALL BE COMPLETED IN A TIMELY FAN PREVENT EXISTING VEGETATION FROM STRES DYING.
- E. PROTECTION OF EXISTING TREES AND VEGET PROTECT EXISTING TREES AND OTHER VEGET INDICATED TO REMAIN IN PLACE, AGAINST CU BREAKING, OR SKINNING OF ROOTS, SKINNING BRUISING OF BARK, SMOTHERING OF TREES STOCKPILING CONSTRUCTION MATERIALS OR MATERIALS WITHIN DRIP LINE. PROVIDE TEMP GUARDS TO PROTECT TREES AND VEGETATIC REMAIN. IF EXISTING TREE FAILS AND CITY FI CONTRACTOR DID NOT TAKE NECESSARY PRE TREE SHALL BE REPLACED IN KIND AND SIZE ( BOX) REFER TO SPECIFICATIONS FOR ADDITIC REQUIREMENTS FOR PROTECTION OF EXISTING AND PLANT MATERIAL.
- F. CONTRACTOR SHALL HAVE A LICENSED ARBO EVALUATE, PRUNE, AND TRIM EXISTING TREES ACCORDING TO SPECIFICATIONS.

3. DISPOSITION OF MATERIALS

- A. REMOVE MATERIAL TO A LEGAL DISPOSAL ARE THOSE ITEMS INDICATED TO BE RE-USED.
- B. STOCKPILING OF REMOVED MATERIALS ON TH PROJECT SITE WILL NOT BE PERMITTED WITH WRITTEN APPROVAL FROM THE RESIDENT ENGLISHED

4. TRUCK HAULING

A. THE CONTRACTOR SHALL SUBMIT A TRUCK HAPLAN (11"X17") FOR APPROVAL PRIOR TO STAFE EXPORT OR IMPORT OF MATERIAL. THE PLAN SUBMITTED TO THE TRAFFIC CONTROL PERMIL LAND DEVELOPMENT REVIEW DIVISION, 3RD F DEVELOPMENT SERVICES CENTER AT 1222 FIF DIEGO. THE CONTRACTOR SHALL OBTAIN A THE CONTROL PERMIT A MINIMUM OF 5 DAYS PRIOCOMMENCING WORK.



	DEMOLITION LEGEN	D	
	SYMBOL DE		
TO AS NEEDED N OF THE		SCRIFTION ISTING CONCRETE / VEHICULAR ASPHALT PAVING TO ONTRACTOR TO SAWCUT ALONG EXISTING CONCRETE LESS OTHERWISE INDICATED, TYP.)	
SHALL BE TO S IN FIELD	(CI RE IF	ISTING PLAY SAND TO BE REMOVED ONTRACTOR TO COORDINATE WITH RESIDENT ENGINE GARDING PLACEMENT OF SAND ELSEWHERE ON SITE NADEQUATE DEPTH EXISTS, CONTRACTOR SHALL REI BGRADE AS REQUIRED TO ACHIEVE 16" MIN. DEPTH C	) ALSO NOTE: MOVE EXISTING
ONTRACTOR SIBLE FOR ERGROUND T PROJECT.	- SAW - 3 SA	E LANDSCAPE CONSTRUCTION LEGEND & DETAILS WCUT CONCRETE ALONG EXISTING SCOREJOINT WHE DICATED FOR CONCRETE REMOVAL AS SHOWN NLESS OTHERWISE NOTED)	RE
K TO ENSURE ADS,	(C	ISTING VEHICULAR CURB TO BE REMOVED WHERE IND ONTRACTOR TO REMOVE & REPLACE ADJACENT VEHIC PHALT PAVING AS REQUIRED)	
CUPIED OR JCT EXISTING		STING PLAY STRUCTURE TO BE REMOVED (FOOTINGS	SINCLUDED)
ISED HORITIES -	6A EX	STING DRAINAGE WITHIN PLAY & SURROUNDING ARE	AS TO BE REMOVED
ATION WORK -	6B EX	ISTING DRAINAGE TO BE ABANDONED IN PLACE	
PORARY LOSURES,	7 EX	ISTING CONCRETE BENCH TO BE REMOVED (3 TOTAL)	
AND EXISTING ORK AND	-3	ISTING CONCRETE TABLE TO BE REMOVED (2 TOTAL) ONTRACTOR TO RETURN TO OWNER)	
	9 EX	STING DRINKING FOUNTAIN TO BE REMOVED (1 TOTAI	_)
TY OF THE JRES,	10 EX	STING BICYCLE RACK TO REMAIN - PROTECT IN PLACE	E
OTECT THEM		ISTING BBQ PEDESTAL & FOOTING TO BE REMOVED (2 ONTRACTOR TO RETURN TO OWNER)	TOTAL)
AND		MOVE EXISTING ADA PARKING SPACE STRIPING	
NSTRUCTION. IT OFF WITHIN	(C	STING CHAINLINK FENCE TO REMAIN ONTRACTOR TO PROTECT IN PLACE)	
SHION TO SS, WILT, OR		L ITEMS IDENTIFIED AS "TO BE REMOVED", SHALL BE D PROPERLY - SEE DEMOLITION NOTE #3.	ISPOSED
TATION: TATION	ITEMS TO BE RELOO	ATED	
ITTING, G AND	SYMBOL DE	SCRIPTION	
BY R EXCAVATED PORARY ON TO		ISTING HOT COAL CONTAINER TO BE RELOCATED (2 T EE CONSTRUCTION PLANS FOR NEW LOCATION)	OTAL)
INDS ECAUTIONS, (MIN. SIZE 72"	-	ISTING TRASH RECEPTACLE TO BE RELOCATED (1 TO EE CONSTRUCTION PLANS FOR NEW LOCATION)	ΓAL)
ONAL NG TREES	(S	ISTING CONCRETE 'SNAKE' TO BE REMOVED & RELOCA EE LANDSCAPE CONSTRUCTION PLANS FOR NEW LOCA INTRACTOR TO PROTECT ON SITE UNTIL READY	
ORIST S TO REMAIN	тс	BE REINSTALLED)	
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		PLANS FOR THE CONSTRUCTION OF:	
		TORREY HIGHLANDS I	PARK
		IMPROVEMENTS	
		DEMOLITON LEGEND &	NOTES
		CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	WBS NO
	LAN DS CAPE	SHEET 2 OF 14 SHEETS	
• DESIGN	SS HAS CHMIDT NO PRCH	FOR CITY ENGINEER DATE DESCRIPTION BY APPROVED DATE FILMED	KEVIN OLIVER PROJECT OFFICER
ic. ca 2138, NV 219, AZ 34139	General Signature	ORIGINAL SDG	SHEILA BOSE PROJECT MANAGER
236-8792	RENEWAL DATE		288-1701 CCS27 COORDINATE
	DATE OF CALIFORNIE		1924-6262 CCS83 COORDINATE
B - PLT. DATE: 05.22.2013		CONTRACTOR        DATE STARTED         INSPECTOR        DATE COMPLETED	37372-02-D



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CENSED ARCHIN	FOR CITY ENGINE	- e	9	/17 /	13	SUBMITTED BY: KEVIN OLIVER PROJECT OFFICER
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OF CALIFORNIE						- <u>1924-6262</u> CCS83 COORDINATE
PLT. DATE: 05.22.2013	CONTRACTOR		ATE STARTED ATE COMPLET	ED		37372-06-D

IMPROVEMENT R

## CONSTRUCTION NOTES

- 1. UNLESS SPECIFIED OTHERWISE, LANDSCAPE CONSTRUCTION AND LAYOUT WORK INCLUDES, BUT IS NOT LIMITED TO THE LOCATION, PLACEMENT & DETAILING OF THE PAVING, RESLIIANT SURFACING, SITE FURNISHINGS, PLAY SAND, AND PLAY STRUCTURES.
- 2. DIMENSIONS INDICATED ON PLANS SHALL PREVAIL OVER PLAN SCALE. ALL ANGLES & CONNECTIONS ARE (90) DEGREES UNLESS NOTED OTHERWISE.
- ALL COORDINATE POINTS AND DIMENSIONS ARE TAKEN FROM THE BACK OF CURB UNLESS OTHERWISE NOTED.
- 4. EXPANSION JOINTS SHALL BE AS LOCATED ON THE PLANS AND WHERE CONCRETE MEETS EXISTING HARD SURFACES. EXPANSION JOINTS ON WALKS TO BE A MAXIMUM OF 30'-0" ON CENTER.
- 5. CONSTRUCT EXPANSION, WEAKENED-PLANE (CONTROL) AND CONSTRUCTION JOINTS IN ACCORDANCE WITH SECTION 303- 5.4 OF (GREENBOOK) STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- 6. ALL CONCRETE SHALL BE A MINIMUM STRENGTH OF 2500 PSI AT 28 DAYS FOR SIDEWALKS. FINISH SHALL BE AS NOTED ON PLANS.
- CONCRETE PAVING SHALL HAVE FINISHED GRADES SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER. ALL FINISH SURFACES SHALL MAINTAIN A 1% MINIMUM SLOPE INTO DRAINAGE STRUCTURES AND SHALL HAVE A MAX. CROSS SLOPE OF 1.5%. CONTRACTOR SHALL NOTIFY RESIDENT ENGINEER OF ANY CONFLICTS MAINTAINING DRAINAGE.
- 8. SCORE JOINTS SHALL BE AS SHOWN ON THE PLANS OR SET ON TYPICAL ON CENTER SPACING AND ALIGN WITH EXISTING EDGES.
- 9. LAYOUT POINTS OF ALL RADIUS SHALL BE CONNECTED BY SMOOTH EVEN LINES TO CREATE THE CURVED CONFIGURATION AS SHOWN ON THE PLANS.
- 10. NO DEVIATIONS FROM PLANS SHALL OCCUR WITHOUT APPROVAL OF THE RESIDENT ENGINEER.
- 11. ANY PROPOSED WORK THAT IS INCONSISTENT WITH COMMON, SAFE CONSTRUCTION PRACTICES SHALL BE BROUGHT TO THE ATTENTION OF THE RESIDENT ENGINEER PRIOR TO COMMENCING WITH CONSTRUCTION.
- 12. CONTRACTOR SHALL VISIT SITE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- 13. CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL SITE UTILITIES PRIOR TO CONSTRUCTION. NOTIFY RESIDENT

ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.

- 14. ALL HARDWARE SUCH AS NAILS, BOLTS, FASTENERS ETC. SHALL BE HOT DIPPED GALVANIZED UNLESS OTHERWISE NOTED.
- 15. SAND FOR PLAY AREAS SHALL MEET THE FOLLOWING CRITERIA: A. AT INSTALLATION, THE SAND SHALL BE FLUSH WITH ALL CONTAINMENT WALKWAYS OR POURED-IN-PLACE RUBBERIZED SAFETY SURFACING. MAKING THE DEPTH AT INSTALLATION APPROXIMATELY 16 INCHES. THE DEPTH OF SAND SHALL BE SUFFICIENT TO ATTENUATE FALLS PER ASTM F1292. SAND SHALL BE IMPORTED, DOUBLE-WASHED, MANUFACTURED SILICA SAND #20, #30 OR "PRO TOUR" SAND AS PROVIDED BY CARMEUSE INDUSTRIAL SANDS, INC. (949-728-0171) OR APPROVED EQUAL. SAND SHALL BE FREE OF DELETERIOUS ORGANIC MATERIAL, LOAM, CLAY & DEBRIS, WITH A "MEAN EFFECTIVE SIZE" BETWEEN 0.30 MILLIMETERS & 0.65 MILLIMETERS AND A "MEAN UNIFORMITY COEFFICIENT" BETWEEN 1.00 & 2.50. B. THE CONTRACTOR SHALL SUBMIT CERTIFICATION OF THE ABOVE REQUIREMENT TO THE RESIDENT ENGINEER AT THE TIME OF PRODUCT
- SUBMITTALS. SAND SHALL ONLY BE USED WITH A FILTER FABRIC AND A DRAINAGE SYSTEM. 16. REMOVAL, REPLACEMENT, & VISUAL MODIFICATIONS TO THE EXISTING 'SNAKE' PLAY FEATURE SHALL BE AS FOLLOWS:
- A. UPON REMOVAL OF 'SNAKE' SEGMENTS CONTRACTOR SHALL FULLY CLEAN & PREPARE 'SNAKE' FOR NEW PAINT.
- B. EXISTING DAMAGE TO 'SNAKE' FACE SHALL BE PROPERLY GROUND DOWN & SANDED TO MATCH EXISTING TEXTURE; EASING SHARP EDGES & REFORMING THE NOSE ON THE FACE. WHEN COMPLETE, THE NOSE SHALL BE ROUGHLY HALF ITS ORIGINAL CAST SIZE.
- C. A NEW (2) COLOR SNAKE PAINT SCHEME WITH COLOR SAMPLES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT & RESIDENT ENGINEER FOR APPROVAL PRIOR TO PAINTING. THE COLOR SCHEME SHALL RESEMBLE THAT OF A COASTAL ROSY BOA SNAKE, SEE ALSO SPECIFICATIONS.
- D. CONTRACTOR SHALL PRIME AND PAINT SNAKE (MINIMUM (2) COATS EACH) WITH APPROVED CONCRETE / MASONRY PAINT E. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR SNAKE REINSTALLATION AND FOOTING TO BE APPROVED BY THE RESIDENT ENGINEER PRIOR TO RE INSTALLATION.
- F. CONTRACTOR TO COORDINATE WITH LANDSCAPE STRUCTURES INC. OR EQUAL FOR PAINT TO MATCH TYPE USED FOR NEW PLAY FROG & LIZARD. G. CONTRACTOR TO PROVIDE ADEQUATE CURE TIME OF PAINTED COMPONENTS IN PREPARATION FOR FINAL ANTI GRAFFITI COATING TO BE APPLIED -SEE NOTE 19.
- 17. CONTRACTOR TO SUBMIT A 'COAST HORNED LIZARD' & 'PACIFIC TREE FROG' (4) COLOR PAINT SCHEME FOR EACH TO BE APPROVED BY THE LANDSCAPE ARCHITECT & RESIDENT ENGINEER PRIOR TO FABRICATION AND PAINTING. PAINT SCHEME TO BE COORDINATED WITH "LANDSCAPE STRUCTURES" TOT LOT PLAY AREA ANIMAL CLIMBERS AS INDICATED ON LEGEND. CONTRACTOR TO SUBMIT COLOR SAMPLES FOR APPROVAL BY THE LANDSCAPE ARCHITECT & RESIDENT ENGINEER PRIOR TO PAINTING. (SEE ALSO SPECIFICATIONS)
- A. CONTRACTOR TO PROVIDE ADEQUATE CURE TIME OF PAINTED COMPONENTS IN PREPARATION FOR FINAL ANTI GRAFFITI COATING TO BE APPLIED -SEE NOTE 19.

18. UPON AWARD OF CONTRACT, THE CONTRACTOR SHALL NOTIFY SPECIFIED MATERIALS PROVIDERS OF PROJECT AND REQUIRED QUANTITIES.

19. ALL VERTICAL SURFACES, UNLESS OTHERWISE NOTED, SHALL RECEIVE GRAFFITI RESISTANT COATING PER SPECIFICATIONS.

### GRADING AND DRAINAGE NOTES

- 1. THIS PLAN IS DIAGRAMMATIC ONLY. ANY ON SITE CONDITIONS THAT DO NOT REFLECT THE INTENT OF THE GRADING AND DRAINAGE PLAN SHALL BE BROUGHT TO THE RESIDENT ENGINEER PRIOR TO GRADING.
- 2. ACCURATE LOCATION AND ELEVATION OF ALL EXISTING IMPROVEMENTS WITHIN THE AREA OF WORK SHALL BE CONFIRMED BY FIELD MEASUREMENT AND PRESENTED TO THE RESIDENT ENGINEER PRIOR TO CONSTRUCTION OF NEW WORK. CONTRACTOR SHALL INFORM RESIDENT ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF NEW WORK.
- 3. CONTRACTOR SHALL MAKE EXPLORATORY EXCAVATIONS AND LOCATE EXISTING UNDERGROUND FACILITIES SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REVISIONS TO PLANS, IF REVISIONS ARE NECESSARY, BECAUSE OF ACTUAL LOCATION OF EXISTING FACILITIES.
- 4. THE CONTRACTOR SHALL NOTIFY DIG ALERT (DIAL#811) AT LEAST TWO WORKING DAYS PRIOR TO STARTING WORK AND SHALL COORDINATE ALL DISCREPANCIES WITH RESIDENT ENGINEER PRIOR TO CONSTRUCTION.
- 5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, AND BE FAMILIAR WITH, ALL ON SITE UTILITIES, HARDSCAPE STRUCTURES AND GRADING INFORMATION PERTINENT TO THIS PROJECT. ALL SUBSTRUCTURES, WHETHER SHOWN HEREON OR NOT, SHALL BE PROTECTED FROM DAMAGE. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID SUBSTRUCTURES SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENFORCE SAFETY MEASURES OR REGULATIONS.
- ALL WORK SHALL BE ACCOMPLISHED IN CONFORMANCE WITH APPLICABLE CITY OF SAN DIEGO ORDINANCES AND STANDARDS.
- NO GRADING IS TO EXTEND BEYOND LIMITS OF CONSTRUCTION.
- ALL NEW CONSTRUCTION SHALL MEET FLUSH WITH EXISTING PAVING (TYPICAL CONSTRUCTION).
- 10. THE CONTRACTOR SHALL PROVIDE VERIFICATION OF ACCURATE FINISH ELEVATIONS TO THE RESIDENT ENGINEER FOR APPROVAL.
- 11. CONTRACTOR SHALL ASSURE THAT ALL HEIGHTS OF STRUCTURES FROM SURFACES (RESILIENT SURFACING AND SAND) MEET ALL CITY, STATE, AND FEDERAL STANDARDS.
- 12. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- 13. ALL DRAIN PIPES SHOWN ON PLANS SHALL BE INSTALLED WITH SLOPES SHOWN ON PLANS.
- 14. ALL CONCRETE PAVING SHALL MAINTAIN A 1% MIN. PAVING CROSS FALL, SHALL NOT EXCEED 1.5% CROSS FALL AND SHALL NOT CONTAIN AREAS OF PONDING WATER. SLOPE ALL NEW CONCRETE PAVING TO MATCH ADJACENT PAVING OR EXISTING GRADES AND ALLOW FOR POSITIVE DRAINAGE. CONTRACTOR SHALL OBTAIN APPROVAL OF LAYOUT AND FORM WORK FROM RESIDENT ENGINEER PRIOR TO INSTALLATION OF CONCRETE.
- 15. CONTRACTOR SHALL ASSURE ALL AREAS HAVE POSITIVE DRAINAGE. ALL GRADES AND SWALES SHALL BE DIRECTED AROUND EXISTING UTILITIES. NO PONDING SHALL OCCUR FOR ALL AREAS.
- 16. DRAIN LINE, CONCRETE BOX, AND LEACH FIELD SHOWN FOR PROPOSED DRINKING FOUNTAIN SHALL BE INSTALLED PER SDRSD #SDM-107 AS MODIFIED PER PLAN.
- 17. CONTRACTOR SHALL COORDINATE THE LOCATION OF DRAIN LINES WITHIN PLAY AREA WITH FOOTING LOCATIONS OF PROPOSED PLAY EQUIPMENT TO AVOID CONFLICTS.
- 18. SUBGRADE WITHIN THE PLAY AREA BELOW PLAY SAND SHALL BE A MINIMUM OF 16" BELOW FINISH SURFACE OF PLAY SAND . SUBGRADE SHALL MAINTAIN A 2% SLOPE TOWARDS PERFORATED DRAIN PIPES.

## GRADING AND DRAINAGE LEGEND

	RAINAGE LEGEND	REPER	ENG
SYMBOL	DESCRIPTION		SYN
IE	DRAIN INVERT ELEVATION N/A	$\square$	1
тс	TOP OF CURB		
AC	TOP OF ASPHALT PAVING		
TP	TOP OF PAVING		
	PROPOSED 4" PVC PERFORATED 7 / LC-2.1 DRAINAGE PIPE		2
	EXISTING NON-PERFORATED DRAIN N/A PIPE TO REMAIN - PROTECT IN PLACE		= 3A 3E
TC 366.12	PROPOSED SPOT ELEVATION		30
(365.87)	EXISTING SPOT ELEVATIONS USED FOR REFERENCE AND DENOTED WITH PARENTHESIS		4
1% 0.5%	SLOPE VALUE DESIGNATIONS ALWAYS SHOWN AS MAXIMUM		5 6A
ITEMS TO BE RE	LOCATED	— þ	60
SYMBOL	DESCRIPTION	P	6E
HC A	RELOCATED HOT COAL CONTAINER (2 TOTAL) (SEE DEMO PLANS FOR UNITS TO BE RELOCATED)		60
O B	RELOCATED TRASH RECEPTACLE (1 TOTAL) (SEE DEMO PLANS FOR UNIT TO BE RELOCATED)	<b>&lt;</b>	- 7A
C	EXISTING 'SNAKE' TO BE REMOVED & REPLACED WHERE INDICATED ON PLANS (SEE CONSTRUCTION NOTE #16 FOR FURTHER INSTALLATION INFORMATION)		
		<i>(</i>	7B
SHEET LEGEND: DEMOLITION LEG	GEND & NOTES - SHEET D-1.0		
COMFORT STAT LANDSCAPE CON ACCESSIBLE PA LANDSCAPE CON	ANS - SHEETS D-1.1 THRU D-1.3 ION IMPROVEMENT PLAN - SHEET A-1.0 INSTRUCTION LEGEND & NOTES - SHEET LC-1.0 TH OF TRAVEL PLAN - SHEET LC-1.05 INSTRUCTION PLANS - SHEETS LC-1.1 THRU LC-1.3 INSTRUCTION DETAILS - SHEETS LC-2.0 THRU LC-2.2	<b>&lt;</b>	70
			8
	OR REPAIR / REPLACE NOTE: HERWISE NOTED, IT IS THE RESPONSIBILITY	15555557	
OF THE CO DAMAGED DURING TH WILL REQU PLANT MAT	NTRACTOR TO REPAIR AND OR REPLACE ANY RRIGATION OR PLANT MATERIAL AFFECTED E CONSTRUCTION PROCESS. REPLACEMENT IRE EXACT MATCH OF DAMAGED COMPONENT / ERIAL OR EQUAL TO BE APPROVED BY THE ENGINEER PRIOR TO REINSTALLATION .		9
CONTRACTOR EXPERIE	NCE:		10
CERTIFICATION FOR INS BY THE EQUIPMENT MAN	L HAVE NATIONAL PLAYGROUND SAFETY INSTITUTE (NPSI) TALLERS. IN ADDITION, THE INSTALLERS SHALL BE CERTIFIED NUFACTURER TO INSTALL THEIR EQUIPMENT AND SAFETY	j	
CONSTRUCTION OF THE	ERTIFIED INSTALLERS SHALL BE INVOLVED IN THE PLAYGROUND AT ALL TIMES DURING CONSTRUCTION,		
INCLUDING PREPARATIO	IN OF THE SUBGRADE.		11
	L BE RESPONSIBLE FOR PROVIDING AN INDEPENDENT THIRD		
EQUIPMENT. THE AUDIT PLAYGROUND SAFETY II	AYGROUND AREA, SAFETY SURFACING AND ALL PLAY SHALL BE CONDUCTED BY A NRPA/NPSI CERTIFIED NSPECTOR IN ACCORDANCE WITH NPSI STANDARDS. THE AUE PLIANCE OF THE PLAYGROUND AREA, SAFETY SURFACING AN		12
SAFETY STANDARDS, IN (ADA); CONSUMER PROD	ITH THE MOST CURRENT VERSIONS OF ACCESSIBILITY AND CLUDING THE FOLLOWING: AMERICANS WITH DISABILITIES AC DUCT SAFETY COMMISSION- (CPSC) HANDBOOK FOR PUBLIC THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM		13
STANDARD CONSUMER EQUIPMENT FOR PUBLIC	SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND USE (ASTM F1487) AND STANDARD SPECIFICATION FOR IMPA	СТ	4.4
(ASTM F1292) AND STAN	ACE SYSTEMS UNDER AND AROUND PLAYGROUND EQUIPMEN DARD SPECIFICATION FOR DETERMINATION OF ACCESSIBILITY	Y	14
POURED-IN-PLACE PLAY	UNDER AND AROUND PLAYGROUND EQUIPMENT (ASTM F19S1) GROUND SAFETY SURFACING SHALL BE TESTED ON SITE		
AFTER INSTALLATION IN CERTIFICATION IS NOT A	ACCORDANCE WITH ASTM F1292; MANUFACTURER'S ACCEPTABLE.	63	15
	L BE RESPONSIBLE FOR CORRECTING ANY ITEMS FOUND NO	г	
승규가 여러 가지 않는 것 같은 것 같은 것 같은 것 같이 많다.	Y. THE CONTRACTOR SHALL PROVIDE TO THE RESIDENT T MANAGER A SIGNED LETTER STATING THAT THE	~	16
PLAYGROUND AREA, SA	FETY SURFACING AND PLAY EQUIPMENT COMPLY WITH ALL CCESSIBILITY AND SAFETY STANDARDS. THE LETTER SHALL	3	
INCLUDE AN ITEMIZED LI	ST CORRESPONDING TO EACH AUDIT ITEM, DESCRIBING ALL DATE EACH CORRECTION WAS COMPETED. IF APPLICABLE,		
THE LETTER MAY STATE INTERNATIONAL PLAYOF	THAT ANY EQUIPMENT IN QUESTION IS CERTIFIED BY ROUND EQUIPMENT MANUFACTURERS ASSOCIATION (IPEMA). ER'S PROOF OF IPEMA CERTIFICATION.)	۲	17
3.0 Proceeding and the Control of State of State of Control of State of State of Control of State o	KEYMAP		
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LC-1.1

D-1.3

LC-1.3

#### S SCHEDULE

EFERENCE NO	TES SCHEDULE
SYMBOL	DESCRIPTION
1	NATURAL GRAY CONCRETE WITH HAND SEEDED GL GLASS TO BE 'DEAD LEAF TERRANZZO'. SIZE: #0 & 1 PROVIDE 100% COVERAGE - AVAILABLE FROM KRC APPROVED EQUAL PH. 760.744.1036 (CONTRACTOR PAVING SAMPLE FOR APPROVAL BY LANDSCAPE AR RESIDENT ENGINEER PRIOR TO CONSTRUCTION - CONCRETE TO BE 'LITHOCRETE' PROCESS OR EQUA
2	4" NATURAL GRAY PEDESTRIAN CONCRETE PAVING WITH MEDIUM BROOM FINISH
3A	VEHICULAR CONCRETE CURB
3B	RAISED CURB AT PEDESTRIAN WALKWAY
3C	THICKENED CONCRETE EDGE AT TOT-LOT
4	CONCRETE SCORELINE (LOCATE PER PLAN)
5	CONCRETE EXPANSION JOINT (LOCATE PER PLAN)
6A	ADA ACCESSIBLE CURB RAMP, PARKING SPACE WIT WHEEL STOPS, PAINTED STRIPING, & SIGNAGE PER PAINT COLOR TO BE SELECTED BY RESIDENT ENGIN
Þ 6B	ACCESSIBLE PATH OF TRAVEL SIGNAGE CONTRACTOR TO COORDINATE WITH RESIDENT END APPROVAL OF SIGNAGE AND LOCATIONS PRIOR TO
6C	ACCESSIBLE PATH OF TRAVEL (INCLUDES PATH OF TO DRINKING FOUNTAIN AND BENCH SEATING)
<b></b> 7A	'DEER' TRACKS - TO BE STAMPED INTO CONCRETE PAVING WHERE INDICATED ON PLANS. STAMPS AVA 'A-1 SUPPLY CO.' OR APPROVED EQUAL CONTACT: M PHONE: (509)762-9389 (ARROW INDICATES TRACK DI STAMP PATTERN TO REFLECT NATURAL STRIDE OF
7B	'BOBCAT' TRACKS - TO BE STAMPED INTO CONCRET PAVING WHERE INDICATED ON PLANS. STAMPS AVA 'A-1 SUPPLY CO.' OR APPROVED EQUAL CONTACT: M PHONE: (509)762-9389 (ARROW INDICATES TRACK DI STAMP PATTERN TO REFLECT NATURAL STRIDE OF

NATURAL GRAY CONCRETE WITH HAND SEEDED GLASS GLASS TO BE 'DEAD LEAF TERRANZZO'. SIZE: #0 & 1 MIX PROVIDE 100% COVERAGE - AVAILABLE FROM KRC RO APPROVED EQUAL PH. 760.744.1036 (CONTRACTOR TO PAVING SAMPLE FOR APPROVAL BY LANDSCAPE ARCH RESIDENT ENGINEER PRIOR TO CONSTRUCTION -CONCRETE TO BE 'LITHOCRETE' PROCESS OR EQUAL)

ADA ACCESSIBLE CURB RAMP, PARKING SPACE WITH WHEEL STOPS, PAINTED STRIPING, & SIGNAGE PER DE PAINT COLOR TO BE SELECTED BY RESIDENT ENGINEE

ACCESSIBLE PATH OF TRAVEL SIGNAGE CONTRACTOR TO COORDINATE WITH RESIDENT ENGIN APPROVAL OF SIGNAGE AND LOCATIONS PRIOR TO INS

ACCESSIBLE PATH OF TRAVEL (INCLUDES PATH OF TRA TO DRINKING FOUNTAIN AND BENCH SEATING)

DEER' TRACKS - TO BE STAMPED INTO CONCRETE PAVING WHERE INDICATED ON PLANS. STAMPS AVAILA A-1 SUPPLY CO.' OR APPROVED EQUAL CONTACT: MIKE PHONE: (509)762-9389 (ARROW INDICATES TRACK DIRE STAMP PATTERN TO REFLECT NATURAL STRIDE OF AN

BOBCAT' TRACKS - TO BE STAMPED INTO CONCRETE PAVING WHERE INDICATED ON PLANS. STAMPS AVAILA A-1 SUPPLY CO.' OR APPROVED EQUAL CONTACT: MIKE PHONE: (509)762-9389 (ARROW INDICATES TRACK DIRE STAMP PATTERN TO REFLECT NATURAL STRIDE OF AN

'COYOTE' TRACKS - TO BE STAMPED INTO CONCRETE PAVING WHERE INDICATED ON PLANS. STAMPS AVAILA 'A-1 SUPPLY CO.' OR APPROVED EQUAL CONTACT: MIKE PHONE: (509)762-9389 (ARROW INDICATES TRACK DIRE STAMP PATTERN TO REFLECT NATURAL STRIDE OF AN

ROOT BARRIER - TO BE 19" 'BIO-BARRIER' OR APPROVE (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

POURED IN PLACE RESILIENT RUBBERIZED SURFACING SURFACE AMERICA OR APPROVED EQUAL. MODEL: PL/ COLOR: HUNTER GREEN - AVAIL. THROUGH COAST RE CONTACT: MIKE EISERT. PHONE: (714) 619-0100. INSTA MANUFACTURER'S RECOMMENDATIONS (LANDSCAPE TO APPROVE LAYOUT IN FIELD PRIOR TO INSTALLATION ADDITIVE ALTERNATE 'A': UPGRADE RESILIENT SURFA ALTERNATE NOTE ON SHEET T-1.0, COLOR TO MATCH INSTALL PER MANUFACTURERS RECOMMENDATIONS.

PLAY AREA SAND (EXISTING SAND TO BE REMOVED & R SEE DEMOLITION PLANS) INSTALLED PLAY SAND SHALI CURRENT FALL HEIGHT REQUIREMENTS. CONTRACTOR SAMPLE TO RESIDENT ENGINEER FOR APPROVAL PRIO PURCHASE AND DELIVERY OF NEW SAND. 16" MIN. DEP STANDARDS (SEE CONSTRUCTION NOTE #15 FOR FURT

2-5 YEAR OLD PLAY CUSTOM STRUCTURE BY LSI OR APPROVED EQUAL AVAILABLE THROUGH COAST RECRI QUOTE #: 61671-1-9-1 CONTACT: MIKE EISERT. PHONE: (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

2-5 YEAR OLD AREA SWINGS BY LSI OR APPROVED EQU AVAILABLE THROUGH COAST RECREATION - MODEL#: WITH (2) 'FULL BUCKET SEATS' MODEL#: 176038. FRAME COLOR: 'LEAF' CONTACT: MIKE EISERT - PHONE (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

5-12 YEAR OLD CUSTOM PLAY STRUCTURE BY LSI OR A AVAILABLE THROUGH COAST RECREATION - QUOTE #: ( CONTACT: MIKE EISERT. PHONE: (714) 619-0100. (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

5-12 YEAR OLD AREA SWINGS BY LSI OR APPROVED EQ AVAILABLE THROUGH COAST RECREATION - MODEL#: WITH (4) 'BELT SEATS' MODEL#: 174018. FRAME COLOR: 'LEAF' CONTACT: MIKE EISERT - PHONE (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

OMNI SPINNER BY LSI OR APPROVED EQUAL (1 TOTAL) AVAILABLE THROUGH COAST RECREATION - MODEL#: COLOR: 'TAN' CONTACT: MIKE EISERT - PHONE: (714) 6 (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

SADDLE SPINNER BY LSI OR APPROVED EQUAL (1 TOTA AVAILABLE THROUGH COAST RECREATION - MODEL#: STEM COLOR: 'TANGERINE' -- SADDLE COLOR: 'BLUE' CONTACT: MIKE EISERT - PHONE: (714) 619-0100 (INSTALL PER MANUFACTURERS RECOMMENDATIONS)

STAND UP SPINNER BY LSI OR APPROVED EQUAL (1 TO AVAILABLE THROUGH COAST RECREATION - MODEL#: COLOR: 'TAN' -- STEM COLOR: 'LIMON' CONTACT: MIKE PHONE: (714) 619-0100 -INSTALL PER MANUFACTURERS

## CONSULTANT

## SCHMIDT DESIGN GROUP, INC.



WITH ENVIRONMENTAL SENSITIVITY 2655 Fourth Avenue, San Diego, CA 92103 Lic

BALANCING ARTISTIC EXPRESSION IN

telephone {619} 236-1462 facsimile {619} 23 www.schmidtdesign.com

PROJECT #: 12-401 - DRAWN BY: NL,LD - CHECKED BY: MJ,JJ,JB

DETAIL		SYMBOL	DESCRIPTION	DETAIL
ASS FINISH 1 / LC-2.0 & MIX SDRSD: G-10 ROCK OR O SUBMIT 2'x2'	Ŧ	18A	BOBBLE RIDER BY LSI OR APPROVED EQUAL (1 TOTAL) AVAILABLE THROUGH COAST RECREATION - MODEL#: 1640 COLOR: 'LIMON' CONTACT: MIKE EISERT - PHONE: (714) 619 (INSTALL PER MANUFACTURERS RECOMMENDATIONS)	
	¢,	18B	BOBBLE RIDER BY LSI OR APPROVED EQUAL (1 TOTAL) AVAILABLE THROUGH COAST RECREATION - MODEL#: 1640 COLOR: 'TANGERINE' CONTACT: MIKE EISERT - PHONE: (71 (INSTALL PER MANUFACTURERS RECOMMENDATIONS)	
SDRSD: SDG-150 3 / LC-2.0	٢	19A	CUSTOM PRECAST AND PAINTED 'FROG' BY LSI OR APPROVED EQUAL (1 TOTAL) AVAILABLE THROUGH COA CONTACT: MIKE EISERT - PHONE: (714) 619-0100 (SEE NOT COLOR INFORMATION, INSTALL PER MANUFACTURERS REC	E 17 FOR
4,5 / LC-2.0 SDRSD: G-10	Contraction of the second	19B	CUSTOM PRECAST AND PAINTED 'LIZARD' BY LSI OR APPROVED EQUAL (1 TOTAL) AVAILABLE THROUGH COA CONTACT: MIKE EISERT - PHONE: (714) 619-0100 (SEE NOT INFORMATION, INSTALL PER MANUFACTURERS RECOMMENT	E 17 FOR COLOR
1 / LC-2.0 & SDRSD: G-10 SDRSD: SDG-130, DETAILS 130.4, 130.5,134 & EER SDM-117.3,117.6 & 117.7	م ۵ م	20	TALK TUBES WITH SQUARE POSTS BY LSI OR APPROVED E (1 SET TOTAL) AVAILABLE THROUGH COAST RECREATION - MODEL#: 113931 COLOR: 'DENIM' CONTACT: MIKE EISERT - PHONE: (714) 619-0100 (INSTALL PER MANUFACTURERS RECOMMENDATIONS)	QUAL
3 / LC-2.2 INEER FOR SDRSD: M-45 NSTALLATION RAVEL 8 / LC-2.0	600	21	BOULDER NEST LOCATE INDIVIDUAL BOULDERS AS SHOWN - QUANTITY PER (HORIZONTAL DISTANCE BETWEEN ADJACENT BOULDERS S NOT EXCEED 12") VARIETY TO BE: 'DESERT SAND' SIZE: AVAILABLE FROM SOUTHWEST BOULDER AND STONE OR A - PH. 619.331.3120 (LANDSCAPE ARCHITECT & RESIDENT EN APPROVE BOULDER SELECTIONS & LAYOUT PRIOR TO FINA	SHALL +/- 3' x 4' PPROVED EQUAL GINEER TO
LABLE FROM IKE SILVERS. RECTION - INIMAL)	C.O.	22	DRINKING FOUNTAIN WITH DOG BOWL BY HAWS OR APPRO EQUAL. (1 TOTAL) MODEL #3500D 'HI-LOW' WITH SUPERIOF VANDAL RESISTANT STAINLESS STEEL PEDESTAL. COLOR: 'GREEN' POWDER COAT FINISH. REPLACE EXISTIN ISOLATION VALVE WITH NEW ISOLATION VALVE AT DRINKIN	DUTY SDM-107 5, 6 / LC-2.2
ABLE FROM KE SILVERS. RECTION - NIMAL)		23	22" SQUARE PRECAST FOOD PREP TABLE BY QUICKCRETE OR APPROVED EQUAL (3 TOTAL) MODEL #: QCBBQFPC COLOR: 'NATURAL' TEXTURE: LIGHT SAND BLAST	6 / LC-2.1
ABLE FROM KE SILVERS. RECTION - NIMAL) /ED EQUAL 8 / LC-2.1		24	8' ADA CONCRETE PICNIC TABLE BY DURA ART STONE OR APPROVED EQUAL (2 TOTAL) MODEL#: 8-PT-3-ADA WITH 2 A BENCHES. COLOR: CONTRACTOR TO COORDINATE WITH MANUFACTURER TO MATCH EXISTING CONCRETE PICNIC T COLORS. SUBMIT SAMPLE TO RESIDENT ENGINEER FOR APPROVAL PRIOR TO ORDER PLACEMENT & INSTALLATION PICNIC TABLE PHONE: (650) 965.7100.	ABLE
S) NG BY 4,5,6 / LC-2.0 PLAYBOUND. RECREATION FALL PER E ARCHITECT		25	7' BENCH WITH BACK & ARM RESTS BY QUICKCRETE OR APPROVED EQUAL. (4 TOTAL) MODEL#: Q1PAS84B - COLOR FINISH TO MATCH EXISTING PICNIC TABLES PER ABOVE - PHONE: (951)737.6240. CONTRACTOR TO SUBMIT COLOR SA FOR APPROVAL BY RESIDENT ENGINEER PRIOR TO ORDER PLACEMENT AND INSTALLATION.	MPLE
ON) FACING - SEE H 'HUNTER GREEN - REPLACED 5,6 / LC-2.0		26A	AREA SIGNAGE 'A' (FINAL ORIENTATION TO BE APPROVED ON SITE BY LANDSCAPE ARCHITECT & RESIDENT ENGINEED PRIOR TO FINAL PLACEMENT) SEE ALSO SPECIFICATIONS IN SPECIFICATIONS. SIGNAGE AVAILABLE THROUGH LSI / C RECREATION PHONE: (714) 619.0100. OR APPROVED EQUAL	LAYOUT OAST
LL MEET ALL 7 / LC-2.1 OR TO SUBMIT IOR TO EPTH PER CITY RTHER REFERENCE)		26B	AREA SIGNAGE 'B' (FINAL ORIENTATION TO BE APPROVED ON SITE BY LANDSCAPE ARCHITECT & RESIDENT ENGINEER TO FINAL PLACEMENT) SEE ALSO SPECIFICATIONS - LAYOU SPECIFICATIONS. SIGNAGE AVAILABLE THROUGH LSI / COA RECREATION PHONE: (714) 619.0100. OR APPROVED EQUAL	R PRIOR JT IN IST
REATION - IE: (714) 619-0100. S) QUAL		26C	AREA SIGNAGE 'C' (FINAL ORIENTATION TO BE APPROVED ON SITE BY LANDSCAPE ARCHITECT & RESIDENT ENGINEER TO FINAL PLACEMENT) SEE ALSO SPECIFICATIONS - LAYOU SPECIFICATIONS. SIGNAGE AVAILABLE THROUGH LSI / COA	JT IN .ST
: 177330	(A)	27	RECREATION PHONE: (714) 619.0100. OR APPROVED EQUAL COMPANION ADA SEATING NEXT TO NEW CONCRETE BENC	
NE: (714) 619-0100 S)	1 Ste	28	WETSET COBBLE AT SIGNAGE	2/LC-2.2
APPROVED EQUAL #: 61671-1-9-2	$\langle \rangle$	29	30" x 48" CLEAR FLOOR SPACE AT SIGNAGE / SITE FURNISHINGS	
5)		30A	PERFORATED DRAINAGE PIPE (LAYOUT & SIZE PER PLAN)	7 / LC-2.1
EQUAL	HART MAN AND	30B	SOLID PVC DRAINAGE PIPE (LAYOUT & SIZE PER PLAN)	
: 177330 & 177331 NE: (714) 619-0100 S)			yr 825	
_) : 173591 : 619-0100 S)		Г		LC-1.0
7AL) : 152179			PLANS FOR THE CONSTRUCTION OF: TORREY HIGHLANDS F	PARK
5)				
OTAL) : 155077 FOOT STAND			LANDSCAPE CONSTRUC LEGEND & NOTES	
E EISERT - S RECOMMENDATION)			CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT	WBS NO. S-11020
	LAN DS CAPE		SHEET 7 OF 14 SHEETS	SUBMITTED BY: KEVIN OLIVER
DESIGN	SCHMIDT NG 1	CIIII -	FOR CITY ENGINEER DATE DESCRIPTION BY APPROVED DATE FILMED	PROJECT OFFICER
.ic. ca 2138, nv 219, az 34139	SIGNATURE 10.31-13		ORIGINAL SDG	SHEILA BOSE PROJECT MANAGER
236-8792	10-31-13 RENEWAL DATE 07.15.2013 DATE	×		288-1701 CCS27 COORDINATE
	DATE OF CALIFOR			1924-6262 CCS83 COORDINATE
JB - PLT. DATE: 05.22.2013			CONTRACTOR     DATE STARTED       INSPECTOR     DATE COMPLETED	37372-07-





UNLESS OTHERWISE NOTED, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND OR REPLACE ANY DAMAGED IRRIGATION OR PLANT MATERIAL AFFECTED DURING THE CONSTRUCTION PROCESS. REPLACEMENT WILL REQUIRE EXACT MATCH OF DAMAGED COMPONENT PLANT MATERIAL OR EQUAL TO BE APPROVED BY THE RESIDENT ENGINEER PRIOR TO REINSTALLATION .



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# **CONTRACT FORMS**

# AGREEMENT

# **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Alvand Construction</u>, herein called "Contractor" for construction of <u>Torrey Highlands Park - Play Area Upgrades;</u> Bid No. <u>K-14-5958-DBB-3</u>; in the amount of <u>Six Hundred Twenty-Six Thousand Dollars and</u> <u>00/100 (\$626,000.00)</u>, which is comprised of the Base Bid Alone

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled <u>Torrey Highlands Park Play Area Upgrades</u>, on file in the office of the Public Work Department as Document No. WBS <u>S-11020</u>; as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner <u>Torrey Highlands Park Play Area Upgrades</u>, Bid Number <u>K-14-5958-DBB-3</u>, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# **CONTRACT FORMS (continued)**

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to or <u>Municipal Code 22.3107</u> authorizing such execution.

THE CITY OF SAN DIEGO

### APPROVED AS TO FORM AND LEGALITY

Print Name: <u>Stephen Samara</u> Senior Contract Specialist

Date: 9-2-2014

Jan I. Goldsmith, City Attorney

By

Print Name:

Date:

#### CONTRACTOR

By Alvand Construction, Inc.

Print Name: Chris Ashtari

Title: president

Date:

City of San Diego License No.:\_\_\_\_\_

State Contractor's License No.: 628799

Torrey Highlands Park - Play Area Upgrades Contract Forms Volume 1 of 2 (Rev. Mar. 2014)

# **CONTRACT FORMS**

# ATTACHMENTS

#### EXECUTED IN TRIPLICATE BOND NO. 2183755 PREMIUM: \$9,635.00

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

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

#### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>Alvand Construction, INC.</u>, a corporation, as principal, and <u>NORTH AMERICAN SPECIALTY 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 Twenty-Six Thousand Dollars and 00/100 (S626,000,00)</u>, for the faithful performance of the annexed contract, and in the sum of <u>Six Hundred Twenty-Six Thousand Dollars and 00/100</u> (<u>\$626,000.00</u>), for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>Torrey Highlands Park - Play</u> <u>Area Upgrades</u>, Bid Number <u>K-14-5958-DBB-3</u>, 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.

20 | Page

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

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

Dated\_\_\_\_\_JUNE 16, 2014

Approved as to Form and Legality

ALVAND CONSTRUCTION, INC. Principal

KEYKHOSROW ASHTARI, PRESIDENT Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney By

Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Surety By

MARK D. IATAROLA, Attomey-in-fact

Approved:

Bъ

Stephen Samara, Schior Contract Specialist

6 HUTTON CENTRE DRIVE, SUITE 850 Local Address of Surety

SANTA ANA, CA 92707 Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

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

Premium \$ 9,635.00

Bond No. 2183755

Torrey Highlands Park - Play Area Upgrades Contract Forms Attachments Volume 1 of 2 (kev. Mar. 2014) 21 | Page

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA	1
County of SAN DIEG	<u>o                                    </u>
On6/16/2014 before a	me,MICHELLE M. BASUIL, NOTARY PUBLIC, Here Insert Name and Title of the Officer
personally appeared	KEYKHOSROW ASHTARI Name(s) of Signer(s)
MICHELLE M. BASUI COMM # 2034911 SAN DIEGO COUNTY NOTARY PUBLIC-CALIFOR MY COMMISSION EXPIR AUG. 24, 2017 Place Notary Seal Above	<ul> <li>I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</li> </ul>
	OPTIONAL
Though the information below is not r and could prevent fraudule.	equired by law, it may prove valuable to persons relying on the document nt removal and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document: PERFORMA	NCE BOND AND LABOR AND MATERIALMEN'S BOND
Document Date: 6/16/2014	Number of Pages: 2
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Trustee	🗌 Individual

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA		l
County of	SAN DIEGO	}
On <u>6/16/2014</u> Date	before me,	MICHELLE M. BASUIL, NOTARY PUBLIC, Here Insert Name and Title of the Officer
personally appeared		MARK D. IATAROLA Name(s) of Signer(s)
		who proved to me on the basis of satisfactory evidence to be the person( <del>o</del> ) whose name( <del>o</del> ) is/ <del>are</del> subscribed to the within instrument and acknowledged to me that he/ <del>she/they</del> executed the same in his/ <del>her/thei</del> r authorized capacity( <del>ies</del> ), and that by his/ <del>her/their</del> signature( <del>o</del> ) on the instrument the person( <del>o</del> ), or the entity upon behalf of which the person( <del>e</del> ) acted, executed the instrument.
	CHELLE M. BASUIL DMM # 2034911 N DIEGO COUNTY Y PUBLIC-CALIFORNIA Z	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
MY COMMISSIO	OMMISSION EXPIRES	Witness my hand and official seal.
Place Notary		Signature michellam, Manuel
		OPTIONAL
Description of Attached	Document	law, it may prove valuable to persons relying on the document and reattachment of this form to another document.
Title or Type of Documer	It: PERFORMANCE BON	D AND LABOR AND MATERIALMEN'S BOND
Document Date: 6/16/20	14	Number of Pages: 2
Signer(s) Other Than Na	med Above:	
Capacity(ies) Claimed I	by Signer(s)	
Signer's Name: <u>MARK D.</u> Individual  Corporate Officer — Tit  Partner — Limited [  Attorney in Fact  Guardian or Conservato  Other:  Signer Is Representing:	Ile(s): ] General <b>RIGHTTHUMBPF</b> OF SIGNER r Top of thumb he	Partner —      Limited      General     Attorney in Fact     Trustee

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#### NAS SURETY GROUP

#### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

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

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

GLENDA J. ROONEY, and MARK D. IATAROLA

JOINTLY OR SEVERALLY

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

#### FIFTY MILLION (\$50,000,000,00) DOLLARS

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

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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their May official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9th day of , 20 14 .

> North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

SS:

May , 20<sup>14</sup>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of On this 9th day of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman. Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



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Donna D. Sklens, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of

. 20 14 . e.

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

### **CONTRACTOR CERTIFICATION**

### **DRUG-FREE WORKPLACE**

#### PROJECT TITLE: Torrey Highlands Park - Play Area Upgrades

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

<u>Alvand</u> <u>Construction</u>, Inc. (Name under which business is conducted)

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

Signed\_

Ashtan Printed Name

Title Proci-

### **CONTRACTOR CERTIFICATION**

### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE **CERTIFICATION**

#### PROJECT TITLE:

#### **Torrey Highlands Park - Play Area Upgrades**

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

(Name under which business is conducted) Alvand

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

Signed

Printed Name\_Chr

Title Procident

### **CONTRACTOR CERTIFICATION**

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

### PROJECT TITLE: <u>Torrey Highlands Park - Play Area Upgrades</u>

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

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

Dated this \_\_\_\_\_\_ Day of \_\_\_\_\_\_, \_\_\_\_\_. Signed Printed Name Chris Ashtari

Title Presiden \_\_\_\_\_