

City Mr. Hani Assi, Secretary
Tri-Group Construction & Development, Inc.

CONTRACTOR'S NAME: _____ 9580 Black Mountain Road, Suite L
ADDRESS: _____ San Diego, CA 92126
TELEPHONE NO.: _____ P. (858) 689-0058 F. (858) 689-1594
CITY CONTACT: Claudia Abarca, Contract Specialist, Email: cabarca@sandiego.gov
Phone No. 619-533-3439, Fax No. 619-533-3633
C CROWN / NB / LS

COPY



CONTRACT DOCUMENTS

FOR

TALBOT STREET SLOPE RESTORATION PROJECT

VOLUME 1 OF 2

BID NO.:	<u>K-13-5210-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00609</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>IF</u>
FEDERAL AID PROJECT NO.:	<u>ER 4213 (019)</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE, FEDERAL
- THIS IS FEDERALLY FUNDED CONTRACT THROUGH THE DEPARTMENT OF FEDERAL HIGHWAY ADMINISTRATION.

BID DUE DATE:

**2:00PM
JANUARY 29, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, 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:



For City Engineer

10/22/12

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE

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.

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Proposal or 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	Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports To the Equal Opportunity Clause and the Filing of Required Reports
8.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Public Contract Code Section 10162 Questionnaire
9.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-Lobbying Certification
10.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure
11.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
12.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Disclosure of Lobbying Activities
13.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors

REQUIRED DOCUMENTS SCHEDULE

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
14.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
15.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Caltrans Exhibit 15-G Local Agency Bidder DBE Information (Attachment C)
16.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Exhibit 15-H DBE Information – Good Faith Effort(Attachment E)
17.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Federal Good Faith Documentations
18.	WITHIN 4 WORKING DAYS OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
19.	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
20.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License
21.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
22.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
23.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
24.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements

REQUIRED DOCUMENTS SCHEDULE

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

DISADVANTAGE BUSINESS ENTERPRISES (DBE) SPECIAL NOTICE

1. INTRODUCTION. The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.

1.1. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.

1.2. The Bidder's attention is directed to the following:

- i. City of San Diego's General Equal Opportunity Contracting Program incorporated in the "WHITEBOOK" which applies to all construction contracts except as amended in these specifications and specified in the "FUNDING AGENCY PROVISIONS FOR CONSTRUCTION CONTRACTS" incorporated in the Contract Documents.
- ii. Required Documents Schedule for submittals.

2. AMENDMENTS TO THE CITY'S STANDARD EOCP REQUIREMENTS.

III. Equal Employment Opportunity Outreach Program (A). DELETE in its entirety and SUBSTITUTE with the following:

- A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

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

Disadvantaged Business Enterprises (DBEs) are:

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

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

ADD:

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

2.1. SUBCONTRACTING PARTICIPATION PERCENTAGES. Following are federally subcontracting participation percentages for this contract.

2.2. California Department of Transportation (Caltrans) - Certified DBE Bidder(s) shall meet the DBE goal or have a good faith effort. They receive no credit toward the goal for their own DBE status. The City has determined that the following goals shall apply to this project:

Total DBE Percentage	11.9%
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The Contractor shall meet the Project specific goals for DBE’s as outlined in the Specifications or satisfy GFE documentation requirements.

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

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

- 4.1.** Submission of GFE documentation, as specified in the Special Provisions.
- 4.2.** Attending the Pre-Bid Conference.
- 4.3.** Submission of GFE documentation demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.

CITY OF SAN DIEGO, CALIFORNIA

INVITATION TO BIDS

1. **RECEIPT AND OPENING OF BIDS:** Bid(s) 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 the following project (Project):

TALBOT STREET SLOPE RESTORATION PROJECT

2. **DESCRIPTION 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:

Construction for an approximately 220' long reinforced shotcrete concrete soil nail retaining wall consisting of a vertical lower wall with earth colored architectural rock shaped finish and upper drain gutter and down drains and irrigation and planting of plant material on and along the lower wall and installing a cable rail fence along the top of the lower wall and an upper reinforced sloped shotcrete concrete soil nail retaining wall for slope protection with an earth sand architectural finish with irrigation and planting of plant material on and along the upper wall. The reconstruction of existing sewer, water, and storm drain lines and pipes which are exposed on the surface of the slope including connection to the existing lines near the rear of houses at the top of the existing slope and to existing utility services or laterals at the bottom of the slope and lower wall. Work shall include excavation, grading, trenching, slope stabilization, drainage, utility pipe reconstruction, backfill, slope benching, slope compaction, installing soil nails, soil nail testing, placing reinforced, wall construction, placing shotcrete concrete, architectural wall surface shaping and finishing, fence installation, irrigation and landscape planting, replacing all broken or damaged asphalt concrete pavement and cement concrete curb and gutter, finish grading, surveying, erosion control, runoff water control and management traffic control, and coordination and cooperation with homeowners and residents.

2.1. The Work shall be performed in accordance with:

2.1.1. This Invitation to Bids and Plans numbered 36111-1-D through 3611-31-D, inclusive.

2.1.2. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the Project Plans.

3. **ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$1,673,000**.

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

On the west side of Talbot Street from approximately 610 feet southerly of the intersection of Gage Drive to approximately 830 feet southerly of the intersection of Gage Drive. The length of the project is approximately 220 feet.

5. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **120 Working Days**.

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

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

- **CLASS A**

7. PRE-BID CONFERENCE:

7.1. There will be a Pre-Bid Conference to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group, Conference Room at 1010 Second Ave, Ste 1400, San Diego, CA 92101 at 10:00 A.M., on January 8TH, 2013.**

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

7.3. 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)236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

8. CITY CONTACT INFORMATION: See the cover of the Contract Documents.

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

9.1. STANDARD SPECIFICATIONS

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

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

9.2. STANDARD DRAWINGS

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

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

10. WAGE RATES: Prevailing wages are applicable to this project. See Funding Agency Provisions that follow this Invitation to Bid for more information.

11. INSURANCE REQUIREMENTS:

11.1. 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.

11.2. Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Tony Heinrichs
Director
Public Works Department

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

1.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

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

1.2. 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 Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

2. **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.

3. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Invitation to Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.

4. **CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2 unless specified otherwise in the Contract Documents.

5. **SUBMITTAL OF "OR EQUAL" ITEMS:** See 4-1.6, "Trade Names or Equals."

6. AWARD PROCESS:

6.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

6.2. 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.

- 6.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
7. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
8. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
9. **QUESTIONS:**
- 9.1. 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 procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 236-6000.
- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 9.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 9.4. 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.
10. **ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 1 Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf.
11. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
12. **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.

- 12.1. The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Document Schedule" 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.
- 12.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 12.3. Bids and certain other specified forms and documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 12.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

13. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- 13.1. With the exception of the contracts valued \$5,000 or less, GRC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 13.2. 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.
- 13.3. A Bid received without the specified bid security will be rejected as being **non-responsive**.

14. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 14.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 14.2. 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**.
- 14.3. 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.

- 14.4. 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.
- 14.5. 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-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, “Protests of Contract Award.”
- 14.6. 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.
- 14.7. 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 Invitation to Bids.
- 14.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2 (or RFP for the Design-Build contracts).

15. BID RESULTS:

- 15.1. The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City’s web page: <http://www.sandiego.gov/bids-contracts/>, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).
- 15.2. 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.

16. THE CONTRACT:

- 16.1. 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.
- 16.2. 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.

- 16.3.** 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.
- 16.4.** For contracts that are not Design-Build, pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 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.
- 16.5.** 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.
- 17. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 18. DRUG-FREE WORKPLACE:**
- a) General:
- City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

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

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

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

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

c) City Contractor Requirements:

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

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
 - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

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

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

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

19. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:
 - "Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.
 - "Employee" means the employee of the Contractor directly engaged in the performance of Work.
- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
 - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
 - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
 - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.

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

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

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

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

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

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

21. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:

21.1. The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

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

21.2. The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1010 Second Avenue, Suite 1400, MS 614C, San Diego, CA 92101, Tel. 619-236-6000.

22. PAYROLL RECORDS:

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

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

- 22.3.** The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.
- 23. APPRENTICES ON PUBLIC WORKS:** The Contractor shall abide by the requirements of §§1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24. EQUAL BENEFITS:**
- 24.1.** This contract is subject to the City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).
- 24.2.** In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:
- “During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.”
- 24.3.** The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.
- 24.4.** Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City’s website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** Pre-award Submittals - The Apparent Low Bidder (or winner in case of Design-Build contracts) shall provide the information required within the time specified in “Required Documents,” of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

- 26. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 26.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 26.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 26.5.** 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.
 - 26.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 26.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

CITY OF SAN DIEGO
FUNDING AGENCY PROVISIONS
FOR
CONSTRUCTION CONTRACT REQUIREMENTS

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

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

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

Goal

- | | |
|----------------------------|-------|
| 1. Minority Participation: | 16.9% |
| 2. Female Participation: | 6.9% |

1.2. These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.

1.3. The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

1.4. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1.5. The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The “covered area” is the City of San Diego.

2. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND PROJECTS:

2.1. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by, on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, or of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. EQUAL OPPORTUNITY CLAUSES:

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

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

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 4.1.** The Contractor is required to comply with the 16 “Standard Federal Equal Employment Specifications” located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.
- 4.2.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:

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

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

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- 6.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:
1. State of California Department of Transportation Payroll Report. Due to the City weekly.
 2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

7. RECORDS OF PAYMENTS TO DBEs:

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

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 8.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 8.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 8.4.** The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions and Federal Wage Rates and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 8.5.** A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 8.6.** To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 8.7.** Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

9. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS:

- 9.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- 9.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.
- 9.3.** 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.

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

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

General Decision Number: CA120001 12/21/2012 CA1

Superseded General Decision Number: CA20100001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	02/24/2012
2	03/02/2012
3	03/30/2012
4	04/13/2012
5	05/18/2012
6	06/08/2012
7	07/13/2012
8	08/03/2012
9	09/14/2012
10	10/19/2012
11	11/02/2012
12	11/16/2012
13	12/21/2012

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 41.26	25.27

BRCA0004-008 11/01/2012

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 33.75	14.55

BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.04	10.66
TILE FINISHER.....	\$ 22.37	9.19
TILE LAYER.....	\$ 33.55	13.55

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...\$	21.00	8.58
Drywall Stocker/Scrapper...\$	11.00	6.67
(2) All other work		
Drywall Installer/Lather...\$	27.35	9.58
Drywall Stocker/Scrapper...\$	11.00	6.67

* ELEC0569-001 08/27/2012

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 43.05	3%+11.87
Electrician.....	\$ 42.30	3%+11.87
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 38.35	3%+11.87
Electrician.....	\$ 37.60	3%+11.87

* ELEC0569-005 12/01/2012

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 27.57	3%+10.81
Soundman.....	\$ 22.06	3%+9.17

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

ELEC0569-006 12/01/2011

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 27.25	3%+7.27
	Rates	Fringes

Utility Technician #2.....\$ 22.40 3%+7.27

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC0569-008 06/01/2011

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 22.37	3%+2.90

 ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.73	23.535

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5

years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
 Labor Day, Veterans Day, Thanksgiving Day, Friday after
 Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 37.40	20.00
GROUP 2.....	\$ 38.18	20.00
GROUP 3.....	\$ 38.47	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 41.06	20.00
GROUP 6.....	\$ 40.18	20.00
GROUP 8.....	\$ 41.39	20.00
GROUP 9.....	\$ 40.41	20.00
GROUP 10.....	\$ 40.41	20.00
GROUP 11.....	\$ 40.58	20.00
GROUP 12.....	\$ 40.58	20.00
GROUP 13.....	\$ 40.68	20.00
GROUP 14.....	\$ 40.71	20.00
GROUP 15.....	\$ 40.79	20.00
GROUP 16.....	\$ 40.91	20.00
GROUP 17.....	\$ 41.08	20.00
GROUP 18.....	\$ 41.18	20.00
GROUP 19.....	\$ 41.29	20.00
GROUP 20.....	\$ 41.41	20.00
GROUP 21.....	\$ 41.58	20.00
GROUP 22.....	\$ 41.68	20.00
GROUP 23.....	\$ 41.79	20.00
GROUP 24.....	\$ 41.91	20.00
GROUP 25.....	\$ 42.08	20.00
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 38.75	20.00
GROUP 2.....	\$ 39.53	20.00
GROUP 3.....	\$ 39.82	20.00
GROUP 4.....	\$ 39.96	20.00
GROUP 5.....	\$ 40.18	20.00
GROUP 6.....	\$ 40.29	20.00
GROUP 7.....	\$ 40.41	20.00
GROUP 8.....	\$ 40.58	20.00
GROUP 9.....	\$ 40.75	20.00
GROUP 10.....	\$ 41.75	20.00
GROUP 11.....	\$ 42.75	20.00
GROUP 12.....	\$ 43.75	20.00
GROUP 13.....	\$ 44.75	20.00
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 39.25	20.00
GROUP 2.....	\$ 40.03	20.00
GROUP 3.....	\$ 40.32	20.00

	Rates	Fringes
GROUP 4.....	\$ 40.46	20.00
GROUP 5.....	\$ 40.68	20.00
GROUP 6.....	\$ 40.79	20.00
GROUP 7.....	\$ 40.91	20.00

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or

similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu.

yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist

operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E,

MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

 IRON0002-004 07/01/2012

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.345
Ornamental, Reinforcing and Structural.....	\$ 33.00	24.985

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0089-001 07/01/2012

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 27.10	15.17
Group 2.....	\$ 27.56	15.17
Group 3.....	\$ 27.97	15.17
Group 4.....	\$ 28.81	15.17
Group 5.....	\$ 32.93	15.17
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 23.48	14.13
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 22.19	14.13

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline

laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and man applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man

and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all

services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LABO0089-002 07/01/2010

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 27.11	14.38

LABO0089-004 07/01/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.10	15.17
GROUP 2.....	\$ 27.56	15.17
GROUP 3.....	\$ 27.97	15.17
GROUP 4.....	\$ 28.81	15.17
GROUP 5.....	\$ 32.93	15.17

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger

(manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting,

Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete

Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 08/01/2012

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		

(1) Drilling Crew Laborer...	\$ 29.01	11.68
(2) Vehicle Operator/Hauler.	\$ 29.18	11.68
(3) Horizontal Directional Drill Operator.....	\$ 31.03	11.68
(4) Electronic Tracking Locator.....	\$ 33.03	11.68
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 29.96	14.38
GROUP 2.....	\$ 31.26	14.38
GROUP 3.....	\$ 33.27	14.38
GROUP 4.....	\$ 35.01	14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2012

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 25.08	12.69
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	12.06

PAIN0036-012 10/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.80	16.25

PAIN0036-019 02/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	11.75

PLAS0200-005 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.47	12.10
GROUP 2.....	\$ 28.12	12.10
GROUP 3.....	\$ 30.75	12.60

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 07/01/2012

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 46.10	19.68
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 41.60	19.68
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 40.33	18.70
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 32.49	17.03

 PLUM0016-011 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 33.63	15.60

 PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 25.08	7.28

SFCA0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.18	18.51

SHEE0206-001 01/01/2012

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 35.05	19.23
Except Camp Pendleton.....	\$ 33.05	19.23
Sheet Metal Technician.....	\$ 25.22	6.69

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.40	20.50
GROUP 2.....	\$ 24.99	20.50
GROUP 3.....	\$ 25.19	20.50
GROUP 4.....	\$ 25.39	20.50
GROUP 5.....	\$ 25.59	20.50
GROUP 6.....	\$ 26.09	20.50
GROUP 7.....	\$ 27.59	20.50

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union

number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

11. AGENCY SPECIFIC PROVISIONS:

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

11.1. FHWA Requirements (Contracts via Caltrans)

11.1.1. The Bidders' attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Caltrans Standard Specifications and and conditions which the bidder must observe in the preparation of and the submission of the bid.

11.1.2. Bidders shall be fully informed with respect to the requirements of the DBE Regulations and take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunity to participate in the contract.

11.1.3. The Contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a race-conscious and race neutral project specific goal methodology required for all Caltrans funded projects.

11.1.4. See the DBE Special Notice for the Subcontracting Participation requirements.

11.1.5. The Bidder's attention is directed to the provisions in Section 5, "Proposal Requirements and Conditions," of the Caltrans Standard Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

11.1.6. The Contractor shall complete the following forms and shall submit the forms in accordance with the Caltrans Standard Specifications:

1. Final Report – Utilization of DBE, First Tier Subcontractors
2. Monthly DBE Trucking Verification
3. Exhibit 15-G1 Local Agency Bidder DBE Commitment
4. Subcontracting Request
5. Exhibit 15-H DBE Information-Good Faith Efforts
6. DBE Certification Status Change
7. FHWA PR-1391

12. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS

- 12.1.** The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid** (no later than 4:00 p.m. on the **4th Working Day** after bid opening). If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.
- 12.2.** For information on adequate GFE to meet the Contract specified percentages refer to the document titled “GUIDANCE FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL” incorporated in this contract for information. This document is available from the EOCP’s web site.
- 12.3.** The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101
SUBJECT: GOOD FAITH EFFORT –
AFFIRMATIVE STEPS DOCUMENTATION
BID NO. **K-13-5210-DBB-3**

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

13. ATTACHMENTS:

- | | | |
|----|--------------|---|
| 1. | Attachment A | Final Report – Utilization of DBE, First Tier Subcontractors (Volume 1) |
| 2. | Attachment B | Monthly DBE Trucking Verification (Volume 1) |
| 3. | Attachment C | Local Agency Bidder DBE Commitment (Construction) (Volume 1) |
| 4. | Attachment D | Subcontracting Request (Volume 1) |
| 5. | Attachment E | DBE Information-Good Faith Effort (Volume 1) |
| 6. | Attachment F | DBE Certification Status Change (Volume 1) |
| 7. | Attachment G | FHWA PR-1391 (Volume 1) |

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT
							\$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$			TOTAL	\$	\$		
DBE							
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy- Business Enterprise Program	Copy- Contractor	Copy Resident Engineer
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- District Local Assistance Engineer	Copy- Local Agency file	

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION
MONTHLY DBE/UDBE TRUCKING VERIFICATION
 CEM-2404(F) (REV 7/2012)

CONTRACT NO.			MONTH				YEAR	
TRUCKING COMPANY OR OWNER OPERATOR	DBE Cert. No. (if certified)	Company Name and Address Telephone Number	Truck No.	CA No.	Amount paid to DBE and UDBE Truckers	Amount Paid to DBE and UDBE for lease arrangement with non-DBE and UDBE	Date Paid	Transportation Arrangement (√ all that apply)
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE <input type="checkbox"/> UDBE
TOTAL AMOUNT PAID					\$ 0.00	\$ 0.00		
PRIME CONTRACTOR			BUSINESS ADDRESS				BUSINESS PHONE NUMBER	
<i>*Upon request all lease agreements must be made available, in accordance with the special provisions.</i>								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE				DATE	

COPY DISTRIBUTION: ORIGINAL – RESIDENT ENGINEER COPY – Civil Rights

For individual with sensory disabilities, this document is available in alternate formats. For information call (916) 654-3880 or

ADA Notice write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

INSTRUCTIONS

Contracts advertised on or before June 15, 2012 may contain UDBE contract goals. UDBE trucking participation must be reported on contracts with UDBE goals only. All other trucking participation must be reported as DBE or non-DBE.

In the "Amount paid to DBE and UDBE Truckers" column, the contractor must show the dollar amount paid to:

1. DBE and UDBE trucking companies using trucks it owns, insures and operates. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.
2. DBE and UDBE trucking companies who lease from other UDBE and DBE trucking companies or owner operators. Include 100 percent of the amount paid to DBE and UDBE for trucking services provided.

To ensure proper crediting of participation on contracts advertised on or before June 15, 2012, identify the firm as a DBE or UDBE in the "Transportation Arrangement" column.

In the "Amount paid to DBE/UDBE for lease arrangement with non-DBE/UDBE" column, the contractor must show the dollar amount paid to the DBE and UDBE who leases trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement.

In the "Transportation Arrangement" column check all that apply for each firm listed. Use the DBE check box for all DBE trucking participation on contracts advertised after June 15, 2012.

The prime contractor or its representative must sign, including the individual's title and the date, certifying that the information provided on the form is complete and accurate.

The form must be submitted to the Department of Transportation before the 15 of each month

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
SUBCONTRACTING REQUEST
 DC-CEM-1201 (REV. 5/2012)

		REQUEST NUMBER
CONTRACTOR NAME		COUNTY
BUSINESS ADDRESS		ROUTE
		CONTRACT NUMBER
CITY AND STATE	ZIP CODE	FEDERAL AID PROJECT NUMBER. (from special provisions)

SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF: (See Categories Below)			DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
			1	2	3		

Categories: 1 Specialty 2 Listed Under Fair Practices Act 3 Certified DBE/UDBE/DVBE

I Certify That:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract. Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE	DATE
------------------------	------

This section is to be completed by the Resident Engineer

1. Total of bid items \$ _____
2. Specialty items previously approved (if applicable, see Note in the instructions) \$ _____
3. Specialty items this request (if applicable, see Note in the instructions) \$ _____
4. Total (lines 2+3) \$ _____
5. Contractor must perform with own forces (lines 1 minus 4) x _____ % \$ _____
6. Bid items previously subcontracted \$ _____
7. Bid items subcontracted (this request) \$ _____
8. Total (lines 6+7) \$ _____
9. Balance of work Contractor to perform (lines 1 minus 8) \$ _____

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

COPY DISTRIBUTION: Original - Contractor Copy - Resident Engineer Copy - District Construction Office Copy- OBEO – smallbusinessadvocate@dot.ca.gov or FAX to (916) 324-1949

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654 -6410 or TDD (916) 654-3880 or write Records and Forms management, 1120 N Street, Sacramento, CA 95814

INSTRUCTIONS

All First-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original CEM-1201 according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

In August 2008, the Standard Specifications were amended to eliminate specialty items. Enter Zeros or applicable amounts for specialty items should be entered in lines 2 and 3 of this form, depending on whether the contract includes the amendment.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES

EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. ER 4213 (019) Bid Opening Date: _____

The City of San Diego established a Disadvantaged Business Enterprise (DBE) goal of **11.9%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate Good Faith Effort was made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Date of Advertisement</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount(\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of Good Faith Effort (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE
CEM-2403F (REV 7/2012)

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency (Caltrans), the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the contract. The two situations that are being addressed by CEM 2403F are if a firm certified as a DBE and doing construction work on the contract during the course of the project becomes decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes certified as a DBE.

The form has a column to enter the Contract Item No. (or Item No's), as well as a column for the Subcontractor name and Business Address, Business Phone and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are certified as a DBE. This column on the CEM-2403(F) should only reflect the dollar value of work performed while the firm was certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights or the date of the Certification Certificate mailed out by the Civil Rights. There is a box to check that support documentation is attached to the CEM-2403(F) form.

There is a comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the contractor and the resident engineer sign and date that the information provided is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BOX <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE _____	3. PROJECT NUMBER: _____	4. DOLLAR AMOUNT OF CONTRACT _____	5. PROJECT LOCATION (County and State) _____
---	--	------------------------------------	--	--

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2013

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20 (INSERT YEAR)

JOB CATEGORIES	TABLE A														TABLE B							
	TOTAL EMPLOYED		TOTAL/RACIAL/ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTER/PLUMBERS																						
PAINTERS																						
LABORERS-SEMI SKILLED																						
LABORERS-UNSKILLED																						
TOTAL																						

TABLE C (Table B data by racial status)

APPRENTICES																						
OJT TRAINEES																						

8. PREPARED BY: (Signature and Title of Contractors Representative) _____	9. DATE _____	10. REVIEWED BY (Signature and Title of State Highway Official) _____	11. DATE _____
---	-------------------------	---	--------------------------

LOCAL AGENCY NOTIFICATION TO CONTRACTOR

INSTRUCTIONS FOR COMPLETING FEDERAL HIGHWAY ADMINISTRATION (FHWA) PR-1391 FORM

The FHWA PR-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid contract. The “Job Categories” column is used to identify work classification. When identifying work classifications, use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime contractor and subcontractor regardless of tier who has a Federal-aid contract exceeding \$10,000 must report.

REPORT DATA:

Each contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write “Not Applicable” across the form, sign, date and return.

DUE DATE:

Due on or before the 12th of August to the Local Agency Resident Engineer. The Local Agency Resident Engineer must submit the report to the District Local Assistance Engineer by August 26th.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management-level responsibility and authority.

SUPERVISORS: All levels for project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- CHECK APPROPRIATE BLOCK – Check only one box.
- COMPANY NAME, CITY, STATE – Enter the firm’s name, city or town, and state. Do not abbreviate.
- (3) PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).
- (4) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.
- I.** PROJECT LOCATION – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).
- II.** WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR) – Enter the last two digits of the calendar year you are reporting data for.

TABLE A – Enter number of employee(s) based on race, gender and job category during the reporting period.

TABLE B – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.

TABLE C – enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

1. PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
2. DATE – Enter the date the Contractor’s Representative signed this form.
3. REVIEWED BY – Signature and Title of Local Agency Official reviewing data.
4. DATE – Enter the date the Local Agency Official signed this form.

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 TRI-GROUP CONSTRUCTION & DEVELOPMENT, INC., herein called "Contractor" for construction of TALBOT STREET SLOPE RESTORATION PROJECT; Bid No. K-13-5210-DBB-3, in the amount of ONE MILLION FOUR HUNDRED SIXTY TWO THOUSAND ONE HUNDRED NINETY DOLLARS AND 00/100 (\$1,462,190.00), which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) That certain documents entitled TALBOT STREET SLOPE RESTORATION - PROJECT, on file in the office of the City Clerk Department as Document No. S-00609, as well as all matters referenced therein.
2. 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 TALBOT STREET SLOPE RESTORATION PROJECT; Bid No. K-13-5210-DBB-3, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and 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)
AGREEMENT**

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM AND LEGALITY

Jan I. Goldsmith, City Attorney

By Tony Heinrichs

By Ryan P Gerlitz

Print Name: Tony Heinrichs
Director, Department of Public Works

Print Name: RYAN P GERLITZ
Deputy City Attorney

Date: 6/21/13

Date: 6/20/13

CONTRACTOR

By [Signature]

HANI ASSI

Print Name: _____

SECRETARY OF CORPORATION

Title: _____

Date: 03-22-13

City of San Diego License No.: 2003004679

State Contractor's License No.: 792159

Premium is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price

EXECUTED IN TRIPLICATE
BOND NO. 2153990
PREMIUM: \$13,294.00

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

AND
TRI-GROUP CONSTRUCTION & DEVELOPMENT, INC., a
corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a
corporation authorized to do business in the State of California, as Surety, hereby obligate
themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal
corporation in the sum of ONE MILLION FOUR HUNDRED SIXTY TWO THOUSAND ONE
HUNDRED NINETY DOLLARS AND 00/100 (\$1,462,190.00) for the faithful performance of the
annexed contract, and in the sum of ONE MILLION FOUR HUNDRED SIXTY TWO THOUSAND
ONE HUNDRED NINETY DOLLARS AND 00/100 (\$1,462,190.00) for the benefit of laborers
and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract TALBOT STREET SLOPE
RESTORATION PROJECT; Bid No. K-13-5210-DBB-3, San Diego, California then the
obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full
force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for
or performing labor in the execution of this contract, and shall pay all amounts due under the
California Unemployment Insurance Act then the obligation herein with respect to laborers and
materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all
persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5
of Title I of the Government Code of the State of California or under the provisions of Section 3082
et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or
referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives
notice of same.

CONTRACT FORMS (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 MARCH 20, 2013

Approved as to Form and Legality

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

Principal

By 
HANI ASSI, SECRETARY

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 
Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY


Surety

By 
MARK D. IATAROLA, Attorney-in-fact

Approved:

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

By 
Tony Heinrichs
Director, Department of Public Works

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 \$ 13,294.00

Bond No. 2153990

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

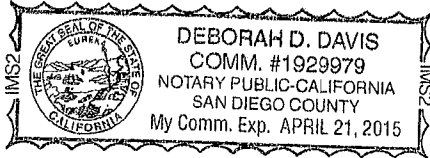
State of California)

County of SAN DIEGO)

On 03/20/2013 before me, DEBORAH D. DAVIS, NOTARY PUBLIC

personally appeared MARK D. IATAROLA

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



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

WITNESS my hand and official seal.

[Signature]
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S) TITLE(S)
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

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

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

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

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

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



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



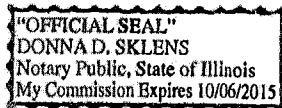
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
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 seal of the Companies this 20th day of MARCH, 2013.

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

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego – Talbot Street Restoration Project

Type of Insurance: Workers' Compensation Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below stated company in conformance with the requirements of Section 7-1.12B (1)(a) "Workers' Compensation", of the Caltrans Standard Specifications and is in force at this time.

The Company will give at least thirty (30) days written notice by certified mail to the City and Consulting Engineer prior to any material change or cancellation of said policy.

POLICY NUMBER EXPIRATION DATE
CPCA15248 05-01-13

LIMITS OF LIABILITY

Statutory Limits Under the laws of the State of California

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

COMPANION PROPERTY & CASUALTY Insured Company

Name Insured (Contractor)

9580 BLACK MTN RD STE "L" Street Number

P.O. BOX 10965 Street Number

SAN DIEGO CA 92126 City and State

COLUMBIA SOUTH CAROLINA City and State

Company Representative

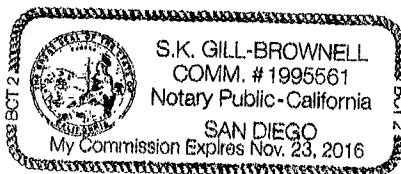
State of California County of San Diego

(SEE NOTICE ON NEXT PAGE)

On this 27th day of March, 2013, before me personally came Habi Assi to me known, who being duly sworn, did depose and say: That he is an authorized representative of the Tri Group acknowledged to me that he executed the within instrument on 27th March 2013 behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

S.K. Gill-Brownell Notary Public



Certificate of Insurance (Workers' Compensation) - 1 of 2

Insurance Company Agent for Service of Process in California:

THOMAS GERSBUSH
Name

TEAGUE INSURANCE AGENCY
Agency

4700 SPRING STREET
Street Number

4700 SPRING STREET
Street Number

LA MESA CA 91941
City and State

LA MESA CA 91941
City and State

619-668-2381
Telephone No.

619-464-6851
Telephone No.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Workers' Compensation) - 2 of 2

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - Talbot Street Restoration Project

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. CPC A15248

ENDORSEMENT: It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Consulting Engineer, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC. Name Insured (Contractor)

COMPANION PROPERTY & CASUALTY Insurance Company

9480 BLOCK MTN RD STE "L" Street Number

P.O. Box 100165 Street Number

SAN DIEGO CA 92126 City and State

COLUMBIA SOUTH CAROLINA City and State

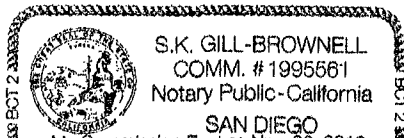
By [Signature] (Company Representative)

State of California

County of San Diego

On this 27th day of March, 2013, before me personally came Hansi Assi to be known, who being duly sworn, did depose and say: that he is an authorized representative of the Tri Group and acknowledged to me that he executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.



[Signature] Notary Public

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurance Endorsement (Workers' Compensation) - 1 of 1

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - Talbot Street Restoration Project

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued to the below stated company in conformance with the requirements of Section 7-1.12 of the Standard Specifications and are in force at this time:

		Limits of Liability	
POLICY EXPIRATION		In Thousands (000)	
<u>NUMBER</u>	<u>DATE</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
A. GENERAL LIABILITY			
		\$ <u>1,000,000</u>	<u>\$2,000,000</u>
		\$ <u>1,000,000</u>	<u>2,000,000</u>
		\$ <u>1,000,000</u>	<u>2,000,000</u>
		\$ <u>1,000,000</u>	<u>2,000,000</u>
<hr/>			
B. AUTOMOBILE LIABILITY			
		\$ <u>1,000,000</u>	<u>1,000,000</u>
		\$ <u>1,000,000</u>	<u>1,000,000</u>
		\$ <u>1,000,000</u>	<u>1,000,000</u>
<hr/>			
C. EXCESS LIABILITY			
		\$ <u>5,000,000</u>	<u>5,000,000</u>

Certificate of Insurance
(Liability) - 1 of 3

The following types of coverage are included in said policies (indicated by "X" in space):

A GENERAL LIABILITY:

Comprehensive Form.....	YES	<u>X</u>	NO	_____
Premises-Operations	YES	<u>X</u>	NO	_____
Explosion and Collapse Hazard	YES	<u>X</u>	NO	_____
Underground Hazard.....	YES	<u>X</u>	NO	_____
Products/Completed Operations Hazard.....	YES	<u>X</u>	NO	_____
Contractual Insurance	YES	<u>X</u>	NO	_____
Broad Form Property Damage Including Completed Operations	YES	<u>X</u>	NO	_____
Independent Contractors	YES	<u>X</u>	NO	_____
Personal Injury	YES	<u>X</u>	NO	_____

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading and Unloading.....	YES	<u>X</u>	NO	_____
Owned.....	YES	<u>X</u>	NO	_____
Hired	YES	<u>X</u>	NO	_____
Non-Owned.....	YES	<u>X</u>	NO	_____

C. EXCESS LIABILITY

Umbrella Form.....	YES	<u>X</u>	NO	_____
Other than Umbrella Form.....	YES	<u>X</u>	NO	_____

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Certificate of Insurance
(Liability) - 2 of 3

The company will give at least thirty (30) days' written notice by certified mail to the City and the Consulting Engineer prior to any material change or cancellation of said policies.

TRI - GROUP CONST & DEV. INC.
Name Insured (Contractor)

INTERSTATE FIRE & CASUALTY CO.
Insurance Company

9580 BLACK MTN RD STE L
Street Number

33 WEST MONROE STREET
Street Number

SAN DIEGO CA 92126
City and State

CHICAGO IL 60603
City and State

By [Signature]
(Company Representative)

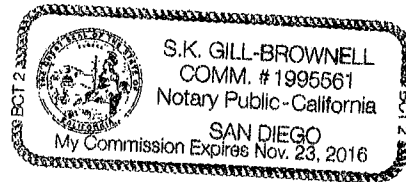
State of California)

County of San Diego)

On this 27th day of March, 2013, before me personally came Hani Masi to be known who being duly sworn, did depose and say: that he is an authorized representative of the Tri Group and acknowledged to me that he executed the within instrumental on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

S.K. Gill-Brownell
NOTARY PUBLIC



Insurance Company Agent for Service
Of Process in California:

THOMAS GERSBUSH
Name

TEAGUE INSURANCE AGENCY
Agency

4700 SPRING ST
Street Number

4700 SPRING ST
Street Number

LA MESA CA 91941
City and State

LA MESA CA 91941
City and State

619-668-2381
Telephone No.

619-464-6851
Telephone No.

NOTICE: No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholders' rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Liability) - 3 of 3

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - Talbot Street Restoration Project

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. 5GL1002960.

ENDORSEMENT: The City, it's officers and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respects operations of the named insured, his Contractors, and Subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or pro-rated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the section entitled, "Indemnity", in the Special Provisions of the above-referenced contract except those matters set forth in the fourth paragraph thereof.

This endorsement does not increase the Company's total limits of liability.

TRI-GROUP CONSTRUCTION, INC. INTERSTATE FIRE & CASUALTY CO.
Name Insured (Contractor) Insurance Company
9580 BLACK MOUNTAIN RD SUITE L 33 WEST MONROE STREET
Street Number Street Number
SAN DIEGO CA 92126 CHICAGO IL 60603
City and State City and State
By [Signature]
(Company Representative)

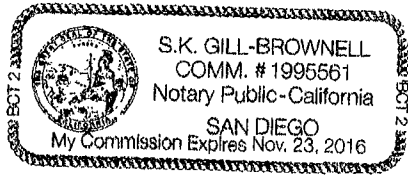
State of California
County of San Diego

SEE NOTICE ON PAGE 2 of 2

On this 27th day of march, 2003, before me personally came Moni Assi to be known who being duly sworn, did depose and say: That he is an authorized representative of the Tri Group and acknowledged to me that he executed the within instrument on behalf of said insurance company.

Insurance Endorsement
(Liability) - Page 1 of 2

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.



S.K. Gill-Brownell

NOTARY PUBLIC

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Insurance Endorsement
(Liability) - Page 2 of 2

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

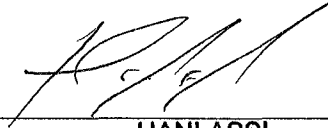
PROJECT TITLE: TALBOT STREET SLOPE RESTORATION PROJECT

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

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

(Name under which business is conducted)

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

Signed  _____

HANI ASSI

Printed Name _____

Title SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

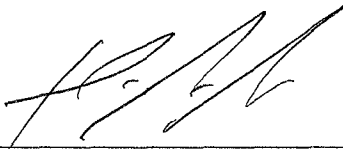
PROJECT TITLE: TALBOT STREET SLOPE RESTORATION PROJECT

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

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

(Name under which business is conducted)

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

Signed  _____

HANI ASSI

Printed Name _____

Title SECRETARY OF CORPORATION

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: TALBOT STREET SLOPE RESTORATION PROJECT

I declare under penalty of perjury that I am authorized to make this certification on behalf of TRI-GROW CONSTRUCTION + DEV. INC., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

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

Dated this 22nd Day of MARCH, 2013.

Signed  _____

Printed Name HANI ASSI _____

Title SECRETARY OF CORPORATION _____

AFFIDAVIT OF DISPOSAL

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

TALBOT STREET SLOPE RESTORATION PROJECT

as particularly described in said contract and identified as Bid No. **K-13-5210-DBB-3**; SAP (WBS/IO/CC) No. **S-00609** and **WHEREAS**, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

by _____ Contractor

ATTEST:

State of _____
County of _____

On this _____ DAY OF _____, _____, 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

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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

PART 1 – GENERAL PROVISIONS

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

1-2 TERMS AND DEFINITIONS.

Agency – ADD the following:

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

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

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

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

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

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

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

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

Notice of Completion (NOC) – ADD the following:

See California Civil Code section 9204.

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

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

2-3.1.2 Subcontractor List. ADD the following:

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

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

The Contractor shall perform, with its own organization, Contract work amounting to at least 50 percent 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

2-3.3 Status of Subcontractors. ADD the following:

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

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

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

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

Each Subcontract and any lower tier subcontract that may in turn be made shall include the required Contract provisions and those included physically here or by reference from the funding agency. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract in accordance with 6-4, "DEFAULT BY THE CONTRACTOR."

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

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

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

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

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

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

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

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

2-5.4.1 General. ADD the following:

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

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

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

ADD the following:

- h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

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

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

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

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

2-7 SUBSURFACE DATA. ADD the following:

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

1. Geotechnical Evaluation dated March 17, 2008 by Ninyo & Moore.

2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Registered Land Surveyor or a Registered Civil Engineer, will, at its cost, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor in accordance with Business and Professions Code 8771.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument riser ring to the new grade within 7 days of finished

paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

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

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

ADD: 2-17 CONTRACTOR REGISTRATION.

CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

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

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.

SECTION 3 – CHANGES IN WORK

3-3.2.2 Basis for Establishing Costs (a) Labor, City Supplement, first and second paragraphs, DELETE in entirety and SUBSTITUTE with the following:

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

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

SECTION 4 - CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

ADD the following:

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

- a) The Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
 - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
 - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - iii. All variations of the proposed substitute from the items originally specified will be identified.
 - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
 - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City’s review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor’s expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the

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

ADD: 4-1.11 Street Lighting and Traffic Signal Materials List. The Contractor shall be responsible for furnishing a Notice of Materials to Be Used at the preconstruction meeting. The list of materials shall identify Bid item number for which the material is to be incorporated, category of material to be supplied, and the name and address where the material can be inspected at the source where it is produced, not the Site. The Notice of Materials to Be Used shall include the following categories of material: signal poles, signal equipment and fixtures, foundation reinforcing steel, conduit, pull boxes, and conductor or cable. The Notice of Materials to Be Used form is provided in the Contract and shall be used to provide the required material information.

Certificates of Compliance conforming to 4-1.5, "Certificate of Compliance" are required for the major construction material categories identified above. A sample Certificate of Compliance is provided in the Contract. Certificates shall be furnished, to the Engineer, before the material is brought on the Site.

The payment for the material certification process shall be included in the lump sum price for the traffic signal system or be distributed in individual bid items if no lump sum quantity is identified in the bidding documents.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

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

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

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

- a) Up to 5 Working Days from the Pre-construction Meeting, or

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

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

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

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

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

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

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

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

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

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

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.

- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
 - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
 - 2. DWT Construction (requires manufacturer's warranty)
 - 3. LED signal modules (requires manufacturer's warranty)
 - 4. Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- d) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- e) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.
- f) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- g) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- h) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- i) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- j) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

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

MODIFY the daily value to read \$1000 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

ADD: 7-3.1 Policies and Procedures.

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

ADD: 7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- a) Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- b) The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- c) There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

ADD: 7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
1. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, (c) Your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
 2. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) Your products, or (c) premises owned, leased, controlled, or used by you.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

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

7-4.1.1 Waiver of Subrogation.

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

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

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

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

7-8.6 Water Pollution Control. ADD the following:

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

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

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

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

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

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

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

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

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

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

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.

- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 3/4" (44 mm)

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

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

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

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

- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

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

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

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

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

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplements, DELETE this section in its entirety.

PART 2 - CONSTRUCTION MATERIALS

SECTION 207 – PIPE

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

SECTION 211 – LANDSCAPE AND AGRREGATE TESTS

ADD: 211-4 Agronomic soils test. The Contractor shall submit an agronomic soil analysis report with recommendations for soil amendments from a licensed laboratory to Owner's Representative at conclusion of rough grading and prior to soil conditioning. Soil testing shall be paid for by Contractor. A minimum of three soil samples shall be taken from the project and a soil test performed to determine mineral content, permeability, and agricultural suitability. Topsoil to be used shall also be tested. Soil test shall include recommendations for amending or correcting soil conditions. Results of soil analysis shall be received and approved by Owner's Representative prior to amending of soil.

Soil test shall be submitted to an approved and qualified laboratory. Testing methods should comply with the United States Department of Agriculture Handbook Publication No. 60, Methods of Soil Analysis published by the Soil Science Society of America and peer-viewed methods published in scientific journals. Evaluations and recommendations should be based on University of California publications and peer-reviewed articles published in scientific journals.

The Owner's Representative shall appoint a representative to oversee soil sampling that may be required. The time, depth, location, and number of samples to be taken will be as per instructions from the Engineer. A minimum of three representative samples shall be taken from random and varied locations of the project site that will receive shrub installation or tree planting. Samples should

represent major conditions of exposed cut soils and fill soils. Sample from the expected root depth for large container stock. Label each sample for location/origin, type of soil condition visibly observed, and sampling depth. Laboratory report shall identify each sample with the same information. All samples taken shall be split into two samples, one half will be retained by the Owner's Representative. All samples shall be at least one pint in volume. All samples shall go to an approved soil-testing laboratory. Approved soil-testing laboratories are as follows:

Soil and Plant Laboratory, Inc.
1594 N. Main Street
Orange, CA 92667
Phone: 714-282-8777
Fax 714-282-8575

Wallace Laboratories
365 Coral Circle
El Segundo, CA 90245
phone: 310-615-0116
fax: 310-640-6863

The Contractor shall provide the Owner's Representative and the Landscape Architect with a copy of the written report by the approved laboratory.

All soil samples shall be analyzed for:

- PH measurement in the saturated extract paste.
- Determination whether limestone is present or not.
- Percent water in saturation extract.
- Electrical conductivity of the saturated extract (salinity ECe)/soluble salts.
- Saturation extract analysis for the major soluble ions: calcium, magnesium, sodium, potassium, chloride, nitrate and sulfate.
- Measurement of sodicity (Sodium Adsorption Ratio).
- Concentration of boron in saturation extract.
- Extractable nutrients and minerals, including potassium, phosphorus, sulfur, magnesium, iron, manganese, zinc, copper, boron, sodium, and molybdenum.
- Problem materials which may be present, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, vanadium.

The extraction methods utilized by the laboratory must be standard methods. Interpretation of the data must be given. The laboratory shall also provide an estimate of the soil texture and soil organic matter.

Each soil analysis shall include written recommendations for soils treatments and soils amendments to be added based upon test results. These recommendations shall include:

- Volume of soil amendment per 1,000 sq. ft. of cu. yd. of backfill mix.
- Pounds of gypsum per 1,000 sq. ft. of cu. yd. of backfill mix.
- Pounds of soil sulfur per 1,000 sq. ft. of cu. yd. of backfill mix.
- Pounds of iron sulfate per 1,000 sq. ft. of cu. yd. of backfill mix.
- Pounds of pre-plant fertilizer per 1,000 sq. ft. of cu. yd. of backfill mix and recommended NPK analysis of fertilizer.
- Pounds of soil polymers per 1,000 sq. ft.
- Recommendations for soil leaching
- Recommendation for tree drain installation
- Pounds of maintenance fertilizer per 1,000 sq. ft. and recommended NPK analysis of fertilizer.
- Recommendation for soil wetting agent and application rate.
- Percent of site soil-to-soil amendment in backfill mix.

- Whether or not soil polymers need to be added to soil.

If any of the above listed items are not recommended, the recommendation shall call for zero volume or zero poundage per 1,000 square feet. All soil test costs will be the responsibility of the Contractor.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

ADD: 212-1.2.3.1 Fertilizer Tablets.

Fertilizer tablets shall be tightly compressed, long-lasting, and slow-release with the following minimum guaranteed analysis:

	<u>10 gram tablet</u>	
Nitrogen		20%
Phosphoric Acid		10%
Potash		5%

212-1.2.5 Mulch. DELETE and SUBSTITUTE the following:

"Mulch" shall be composted wood material. Rates as specified on plans, free of sticks, stones, clay or other foreign material, as certified by the Supplier and approved by the Engineer.

Planting areas shall receive minimum two-inch (2") depth.

212-1.2.6 Inorganic Soil Amendments DELETE the second paragraph and SUBSTITUTE the following:

Gypsum. Gypsum shall be commercially packaged gypsum with the active ingredient (calcium sulfate) at 95% minimum by volume.

ADD: 212-1.2.7 Soil Sulfur. Soil sulfur shall be 98% elemental sulfur.

212-1.3 Seed. DELETE second paragraph from the Greenbook and SUBSTITUTE the following:

Seed shall be furnished and delivered to site in original sealed containers bearing producer's guaranteed analysis-percentages of seed species, purity,

212-1.4.1 General. DELETE entire section and SUBSTITUTE the following:

Plant Quantities and Species: Plant materials shall be furnished in quantities and spacing as shown or noted for each location, and shall be species, varieties, and sizes indicated on plans. Contractor shall verify sizes and quantities indicated on planting plans.

Substitution: Plant material shall be furnished by Contractor in accordance with plans and specifications. Substitutions of plants and container sizes shall not be made until Contractor is in receipt of written approval from the City. Requests for substitution shall be accompanied by verifiable written proof of non-availability for material originally specified, including timely ordering of plants.

Verification of Dimensions and Quantities: Scaled dimensions on plans are approximate. Before proceeding with work, Contractor shall carefully review and verify dimensions and quantities. Immediately inform the City Engineer of discrepancies between construction documents and site conditions. No work shall be done in an area where there is a discrepancy before receipt of written approval to start work from the City.

Plants shall be in accordance with the following requirements:

- (a) Nomenclature: Plant names shall be in accordance with *"An Annotated Checklist of Woody Ornamental Plants in California, Oregon, and Washington, Manual 409 I"*, published by the University of California (1 979). Label each container plant with securely attached waterproof tag bearing legible designation of botanical and common name.
- (b) Quality: Plants shall be in accordance with the California State Department of Agriculture's "Regulations for Nursery Inspections, Rules, and Grading." Plants shall have typical shape for variety and species, symmetrical form, and be healthy, vigorous, free from plant diseases, insect pests and their eggs. Plants shall have healthy normal root systems, well-rooted in containers, but not root bound. Plants shall not be pruned prior to delivery, except as authorized by the City. Trees shall not be topped.
- (c) Plant sizes shall be in accordance with normal standards for species and varieties of commercially available nursery stock, and as specified on plans. The minimum acceptable plant sizes, measured before pruning with branches in normal position, shall meet the requirements specified in the plant legend. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants shall make no change in contract price.

Plant material shall be subject to inspection and acceptance by the City before planting. A representative number of plants shall be inspected for size and condition of root growth, insects, injuries and defects. Plants not approved shall be removed from the site immediately and replaced with acceptable plants. The City shall reserve the right to reject entire lots of plants represented by defective samples.

Only new materials of species, brands, and types noted on plans and in specifications, or approved substitutions, shall be furnished to the project.

Samples of products and materials may be required by the City. Submittals for inspection shall be stored on site until furnishing of material is complete. Delivery may begin after acceptance of samples by the City.

212-1.5.3 Tree Stakes ADD the following after first paragraph:

Tree stakes shall be sharpened 2-inch diameter lodge pole pine stakes, 10 feet long, free of splits. Ties for holding trees to supports shall be flexible vinyl straps. Nursery tape shall not be used to secure trees to support stakes.

Tree ties shall be as indicated on plans and details. Tree ties shall be of sizes required to adequately support tree and shall elongate with the tree growth, preventing damage to the tree.

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 Project 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. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Project Engineer for approval prior to purchase and applications. Application shall be in accordance with precautions and rates suggested by the manufacturer.

212-2.1.1 General DELETE in its entirety and SUBSTITUTE with the following:

Contractor shall furnish only new pipe and fittings of types designated on the Plans and in accordance with the specifications.

212-2.1.3 Plastic Pipe For Use With Solventweld Socket Or Threaded Fittings DELETE in its entirety and SUBSTITUTE with the following:

PVC Pressure Main Line Pipe: Pressure mainline piping for size 2 inches and larger shall be Class 315 PVC 1120 (Type 1, Grade 1) with schedule 40 fittings and solvent welded joints. Pipe shall meet requirements of Federal Specification PS-22-70, with appropriate Standard Dimension Ratio (S.D.R.), and ASTM D2241. Fittings for 3" pipe and larger shall be bell gasket.

Pressure mainline piping for size 1-1/2 inches and smaller shall be PVC 1220 (Type 1, Grade 2) Schedule 40 with solvent welded joints. Pipe shall meet requirements of Federal Specification PS-21-70 for solvent welded-.pipe, and ASTM D1785.

PVC pipe shall be marked at intervals not to exceed 5 feet with the following information:

- Manufacturer's name or trademark
- Size, class or schedule, and type of pipe
- Working pressure at 73.4 degrees F.
- National Sanitation Foundation (N.S.F.) rating
- Commercial standard designation: CS 256-63
- Date of extrusion
- UPC shield logo (IAPMO approval)

Solvent cement and primer for PVC solvent welded pressure pipe and fittings shall be "Weld-On" 711 or 717 medium set gray glue with P-70 primer, or approved substitution. Solvent from cans that have been opened overnight shall not be used.

PVC Non-Pressure Lateral Line Pipe: Non-pressure buried lateral line piping shall be schedule 40 PVC pipe with schedule 80 fittings with solvent welded joints. All end runs, regardless of head type, shall be 3/4" line size minimum or 1" if the head inlet is 1".

Pipe shall be made from NSF-approved Type 1, Grade 1 PVC compound. Pipe shall meet requirements of Federal Specification PS-22-70 with an appropriate Standard Dimension Ratio (S.D.R.), and ASTM D2241. Solvent cement and primer shall be of the type recommended by pipe and solvent cement manufacturers.

Plastic pipe fittings, nipples, and risers shall be PVC 1120 slip-fitted, tapered socket, solvent weld or threaded type (ASTM D 2464, 2466, 2467). Fittings for main and lateral piping shall be PVC

Schedule 40. Connections between mainline and remote control valves shall be Schedule 80 PVC fittings and nipples.

Handling of PVC Pipe and Fittings: Contractor shall exercise care in handling, loading and storing of PVC pipe and fittings. PVC pipe shall lie flat and not be subject to undue bending and concentrated external load at any point. Pipe that has been damaged shall be discarded and, if installed, shall be replaced with new piping. Pipe and fittings shall not be stored in direct sunlight.

212-2.1.6 Concrete Thrust Blocks DELETE in its entirety and SUBSTITUTE with the following:

All pressure pipe 4" and smaller, polyvinyl chloride or asbestos cement, shall have the correct sized concrete thrust block installed at every abrupt change of alignment; at globe or gate valves, at tees, elbows and crosses, and at ends of pipe runs; or wherever the field engineer deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings W-17, W-18, W-19, and SDW-100, sized as for 4" pipe.

ADD: 212-2.1.7 Pipe Sleeves. Shall be Sch. 40 PVC, two times the pipe size diameter, and extend 12" beyond each side of pavement. The letters "E" for electrical or "W" for water shall be stamped or chiseled on the pavement directly above the sleeve.

ADD: 212-2.1.8 Trench Marker Tape. Trench Marker Tape for all pressure pipes shall have a continuous trench marker metallic tape placed 9" below finished grade and directly above the buried pipe.

ADD: 212-2.1.9 Sand Encasement. Sand Encasement for all irrigation pipe, direct burial control wire and electrical conduit shall be clean plaster or mortar sand, as per section 2009 of the Greenbook.

212-2.2.4 Remote Control Valves. DELETE in its entirety from the Whitebook.

212-2.2.6 Quick Coupling Valves and Assemblies. DELETE in its entirety from the Whitebook and ADD the following:

Quick coupling valve must be one piece, red brass ACME thread with locking lavender cover. Valves must have built-in flow control and be self-closing.

212-2.2.7 Valve Boxes. DELETE in its entirety and SUBSTITUTE with the following:

Remote control valve boxes: shall be concrete with a cast iron locking lid. The contractor shall paint the identification number of the valve box. The paint shall be white or yellow aluminum asphaltic-base waterproof paint. In addition, weatherproof purple plastic identification tags shall be affixed to the colored conductor in the valve box.

Valve box locking lids: the Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a marine-type stainless steel machine bolt and self-locking unit. Apply oil to lubricate and to prevent rust.

ADD: 212-2.5 Equipment To Be Furnished.

Contractor shall provide the following to the City prior to final acceptance:

- (a) Five irrigation heads with nozzles (of each type used) for every 100 irrigation heads, or portions thereof, used.
- (b) 2 sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
- (c) 2 five ft. valve keys for operation of gate valves.
- (d) 2 keys for each automatic controller, locking valve boxes and locking quick couplers.
- (e) 2 keys for pump.
- (f) 2 valve keys for ACME and 2 valve keys for potable quick couplers.

ADD: 212-2.6 Measurement and Payment. Work included in these specifications shall consist of the furnishing of labor, tools, materials, permits, fees, appliances, taxes and other costs necessary for the installation of an automatic irrigation system in an acceptable operational condition as specified and shown on the project drawings.

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 Contractor 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 Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

212-3.2.1 Conduit. DELETE in its entirety and SUBSTITUTE with the following:

Conduit shall be gray Schedule 40 PVC pipe as called out on the plans. Conduit shall conform to the applicable provisions of Subsection 212-2.1.3.

212-3.2.2 Control Conductors. DELETE in its entirety from the WHITEBOOK and ADD:

Electric wiring from controllers to remote control valves shall be solid, single conductor, copper wire, 4/64-inch insulation, 4/64-inch neoprene jacket, Style DB (Direct Burial) or approved substitution. Pilot wires shall be a different color for each automatic controller, and common wires shall be white with a different color stripe for each automatic controller. Spare wires shall be red. Wires shall be in accordance with the applicable provisions of ASTM D2219 and D2220.

ADD: 212-3.2.2.4 Low Voltage Control Conductors Size.

Wire sizes shall be provided as follows:

- Neutral Wire:#12 AWG (min.)
- Spare Wires:#14 AWG (min.)
- Pilot Wires: #14 AWG (min.)

ADD: 212-3.4 Direct Burial Control Wires.

Direct burial control wires shall be solid copper, 600 volt, type UF, conforming to the Greenbook, the Standard Drawings and the following wire colors and installation requirements.

Neutral wires: white (#12 AWG), do not interconnect neutral wires between controllers.

Pilot wires: (#14 AWG), use as many as necessary.

<u>Valve No.</u>	<u>Valve No.</u>
1/19*-Yellow	10. White w/ red stripe
2/20*-Orange	11-Yellow w/ red stripe
3/21*-Blue	12-Blue w/ red stripe
4/22*-Black	13-Orange w/ red stripe
5/23*-Brown	14-Purple w/ white stripe
6/24*-Purple	15-Brown w/ white stripe
7-Yellow w/ black stripe	16-Ywllow w/ white stripe
8-Orange w/ black stripe	17-Blue w/ white stripe
9-Red w/ black stripe	18-red w/ white stripe

Spare wires: red (#14 AWG).

*Colors repeat for valves beyond 18.

ADD: 212-3.4.1 Wire Connections. Neutral, pilot and spare wires shall be installed with a 2’ coiled excess wire length at each end enclosure. Each and every wire splice shall be soldered together (using 60-40 solder), then encased in the waterproof epoxy connectors. Wire splices shall be made only in valve or pull boxes.

ADD: 212-3.4.3 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: 212-3.4.4 Trench Marker Tape for Wires. All direct burial wires shall be marked with a continuous red colored trench marker plastic tape placed 9” below finished grade and directly above the buried wires. Tape shall be 3” wide.

ADD: 212-3.4.5 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 216 – DETECTABLE WARNING TILES

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

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall extend to the full width of the ramp (3' x 4' minimum) and shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

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

PART 3 - CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-1.9 Traffic Signal Loop Detectors. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

“Q” loops may be required at bicycle lanes.

ADD: 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor's expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, “SUBGRADE PREPARATION.” If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, “Imported Backfill” prior to preparation.

302-5.2.1 Measurement and Payment. Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, “Measurement and Payment” for concrete streets or 302-5.9 “Measurement and Payment. Unless Bid includes separate

Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) place full depth AC per CSDSD SDG-107-Type "A".

302-6.1 General. To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

302-6.8 Measurement and payment. To the City Supplement, DELETE in its entirety.

302-13.4 Application. To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working

302-13.5 Payment. To the City supplement DELETE in its entirety and REPLACE with the following:

Payment for Crack Sealing including weed spray, cleaning and sealing shall be included in the "Slurry Seal (REAS) Type II and Striping" bid item.

302-13.5 Payment. Payment for Crack Sealing including weed spray, cleaning, and sealing shall be included in the Bid item for Crack Seal unit price per pound. Payment for the weight of crack seal shall be obtained from daily Certified Weighmaster Certificates. The Contractor shall also present daily Weighmaster Certificates for the amount of such material remaining unused at the completion of the work at no cost to the Agency. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 Payment. To the City Supplement, 2nd paragraph, DELETE in its entirety and SUBSTITUTE the following: Additional concrete sidewalk and curb quantities *beyond the 15'-0"* will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

SECTION 306 – CONSTRUCTION METHODS

306-1.2.14 Thrust Blocks and Anchor Blocks. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

At least 10 Working Days prior to construction of thrust blocks and anchor blocks for 16" and larger water mains, the Contractor shall excavate via potholing and expose the soil to the depth of the proposed water main at locations approved by the Engineer. The Engineer will confirm the design when shown on the Plans or will provide the design details within 10 Working Days after the Engineer has observed the exposed Site.

If there are conflicts with adjacent utilities that prohibit the installation of the concrete blocks, the Contractor shall immediately notify the Engineer.

ADD: 306-13.2 Pipe Separations. Pipe installation shall be in compliance with the State's health standards for separation and the following:

- a) The Contractor shall notify the Engineer immediately if sewer and water pipes, whether existing or proposed, are found to be closer than 4' horizontally or 1' vertically.
- b) When a proposed water main is installed above an existing sewer main, no connection joints shall be within 8' outside the sewer main crossing on both sides.
- c) When a proposed water main is installed below an existing sewer main, no connection joints shall be within 10' of the sewer main crossing on both sides.
- d) When a proposed sewer main is installed above an existing water main, no connection joints shall be within 10' outside the water main crossing on both sides.
- e) When a proposed sewer main is installed below an existing water main, no connection joints shall be within 4' outside the water main crossing on both sides.
- f) Dimensions shall be measured from outside pipe wall to outside pipe wall.
- g) If 1' vertical separation cannot be maintained between proposed and existing utilities, 6" – 11" sand cushion per 200-1.5, "Sand" and 1" neoprene pad shall be installed as shown on Plans. The neoprene pad shall be 1" thick and wide enough to extend a minimum of 6" horizontally beyond the outside pipe wall. Neoprene pads shall have hardness between 50-70 durometers, as manufactured by Hoffmeyer Company, Industrial Rubber Supply, or approved equal. The neoprene pad shall be installed immediately below or on top of the existing utility. The sand cushion shall be placed between the neoprene pad and the proposed pipe.

306-13.3 Utility Crossings. To the City Supplement, DELETE in its entirety.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION

308-2.1 General 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: 308-2.5 Preparation of Subgrade. Disintegrated Granite (DG) shall be used as backfill material in the parkway at commercial locations or high pedestrian traffic access, as directed by the Engineer.

ADD: 308-2.1.1 Equipment. Equipment necessary for soil preparation, finish grading, 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 from the Greenbook and REPLACE 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, then 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. Permission to cut or break sidewalks shall be obtained from the City Engineer. No hydraulic boring shall be permitted under concrete paving.

308-2.3.1 General. DELETE the second, third, and fourth paragraphs and REPLACE with the following:

Grading and soil preparation work shall be performed only during periods when beneficial and optimum results may be obtained. If soil moisture content reaches a level so that working it would destroy soil structure, then soil preparation and grading operations shall be suspended. Resume work when soil moisture content is increased or reduced to acceptable levels and desired results of soil conditioning are likely to be obtained.

308-2.3.2 Fertilizing and Conditioning Procedures. ADD the following to the second paragraph:

Prior to beginning work of this section, Contractor shall submit to the Resident Engineer a written list of adjusted soil amendments, quantities and methods of application as recommended by Contractor-provided agronomic soil analysis report (Section 211-5, Agronomic Soils Tests).

Amendments are provided on plans for bidding purposes only. Actual types and quantities shall be based upon soil analysis provided by Contractor.

ADD the following after the last paragraph:

Weed Control: Upon completion of the irrigation system and after existing weeds and growth have been removed from planting areas, weed abatement program shall begin. The weed abatement period may be waived or reduced with Engineer's written approval.

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 percolating 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 City's representative 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.

308-4.2 Protection and Storage. DELETE in its entirety from the Greenbook and SUBSTITUTE with the following:

The Contractor shall keep all plant material delivered to the site in a healthy condition for planting. Nursery stock in containers shall be watered regularly. Place plants in a sheltered area protected from sun and drying winds. Do not allow plants to dry out before and during planting. Keep exposed roots moist at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Damaged and diseased plants will not be accepted, and shall be replaced at no extra cost to the City.

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 City. Plant relocation shall be performed at no extra cost to the City.

308-4.4 Specimen Planting. ADD the following prior to the first paragraph:

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.

308-4.5 Tree and Shrub Planting. DELETE in its entirety and SUBSTITUTE with the following:

Handling and planting of container stock shall be performed without injury and breakage of plant root balls. Plants with root balls broken and damaged during planting shall be replaced at no extra cost to the City.

1) Planting pits for trees and shrubs shall be excavated with scarified sides and bottoms. Width of holes shall be at least two times the diameter of plant root balls, and slightly less deep than the height of the root balls (minus one inch minimum). Planting pits shall be backfilled with native soil for shrubs and native trees and with planting backfill for non-native trees.

2) Planting backfill shall be adjusted according to soils report, but shall be no less than the specified rate indicated on the planting plans.

Backfill materials shall be thoroughly mixed after delivery to site.
3) Set plant in center of pit (on slopes, place plant on downslope side) in plumb vertical position with the crown of the root ball approximately one inch above surrounding grade. Root crown shall be slightly above finish grade after watering and settling. Final level of the root crown shall be the same, or slightly higher, relative to surrounding finish grade as to soil surface in container.

4) Place fertilizer tablets in containers on top of plant root balls prior to planting to verify required quantity of tablets. Install fertilizer tablets in accordance with schedule below and manufacturer's instructions.

1-GAL plants/cuttings, liners, 4" pot= 2-10 gram tablets
5-GAL plants= 3-10 gram tablets
15-GAL / Box=6-10 gram tablets

Random testing after planting to verify fertilizer tablet installation shall be conducted by City's representative.

- 5) Fill pit one-half full and lightly tamp planting backfill around root ball. Water thoroughly when half full, then completely backfill planting pit to finish grade. Lightly compact backfill again and water thoroughly.
- 6) Plants shall be watered immediately after planting.
- 7) Construct circular watering basins around each plant, slightly larger than the planting holes. The bottom of the basin shall be at approximate finish grade. Omit water basins for trees located within D.G. Mulch areas.

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

Five and 15 gallon, and 24-inch box size trees, shall be staked in accordance with planting details.

308-4.9.3 Seeding and Mulching. ADD the following:

Method B to be used for Hydroseeding:

STEP ONE:

1. Apply seed at specified rates with wood pulp.
2. "Wood pulp" shall be per materials section or approved equal, at a rate of 500 lbs./acre.
3. Equipment and Application: Hydraulic equipment used for the application of slurry shall have a built in agitation system with an operating capacity sufficient to agitate, suspend and homogeneously mix the above slurry. Distribution lines shall be large enough to prevent stoppage and to provide even distribution of the slurry over the ground. The pump shall be capable of exerting at least 150 psi at the nozzle or sufficient additional pressure for proper coverage. The slurry tank shall have a minimum capacity of 1,500 gallons and shall be mounted on a traveling unit which will place the slurry tank and spray nozzles within sufficient proximity to the areas to be seeded so as to provide uniform distribution without waste and shall be thoroughly clean and free of seed species that are not specified.
4. Application: The operator shall spray the surfaces with a uniform, visible coat by using the green color of the wood pulp as a guide. The slurry shall be applied in a sweeping motion, in an arched stream allowing the wood fibers to build on each other until a good coat is achieved and the material is spread at the required rate.
5. Time Limit: All slurry mixture which has not been applied to the surfaces within four hours after mixing will be rejected and removed from the project at the contractor's expense.

STEP TWO:

1. Wood pulp and tackifier shall be applied together at the following rates: wood pulp at a rate of 1500 lbs./acre, tackifier at a rate of 120 lbs./acre.
2. Equipment and application: repeat processes "3 and 4" above.

308-4.10 Root Control Barrier. ADD the following:

Trees located within 5' of walkways, walls, etc. shall be installed with root barriers. The root barrier shall be installed adjacent to the walkway or wall and not around the rootball. The length of the root barrier shall be minimum of 10' from the center of the trunk in both directions of the tree and 24"

deep. Root barrier shall be made of rib system, polyethylene material with a minimum thickness of 0.08”.

308-4.11 Mulching. ADD the following:

Spread mulch uniformly in planting areas as indicated on Plans, to a minimum depth of two inches.

308-5.1 General. INSERT the following between the second and third paragraphs:

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 should 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.

DELETE the last paragraph from the Greenbook and SUBSTITUTE with the following:

Record and As-Built Drawings: Contractor shall provide and keep current complete "as-built" record set of blue-line ozalid prints. Record set shall be corrected daily and show every change from original drawings and specifications and precise locations, sizes, and kinds of equipment. Prints for this purpose may be obtained at cost from the City. Drawings shall be kept on site and shall be used only as a record set.

Drawings shall also serve as daily work progress sheets, and Contractor shall make neat and legible annotations as work proceeds, showing work as installed. Drawings shall be available at all times for inspection, and shall be kept in a location on site designated by the City.

Contractor shall provide City Engineer with "as-built" record drawings (marked in red) prior to final acceptance. City will prepare final mylar as-built drawings after review and approval of red-lined record set.

Contractor shall dimension from two (2) permanent points of reference (building corners, sidewalk, road intersections, etc.) locations of the following items:

- (a) Remote control valves
- (b) Routing of control wiring
- (c) Quick coupling valves
- (d) Ball valves and gate valves
- (e) Connection to existing water lines/water meter location Connection to existing electrical power/automatic controller location
- (g) Other related equipment as directed by the City
- (h) Significant changes in routing of lateral lines from those indicated on the plans
- (i) Routing of pressure mainline piping (dimension every 100 feet along route)

On or before the date of final inspection, Contractor shall deliver corrected and completed as-builts to the City. Delivery of final as-builts shall not relieve Contractor of the responsibility of providing required information that may be omitted from the prints.

Controller Charts: As-built record drawings shall be approved by the City before Contractor prepares controller charts.

Provide two controller charts for each controller installed. If existing controller is utilized, then Contractor shall prepare new controller chart.

Controller charts shall show irrigation zones controlled by automatic controllers, and shall be maximum size that controller doors will allow.

Charts shall be reduced plans of as-built systems. If control circuits are not legible when plans are reduced, then they shall be enlarged to a size that will be readable when reduced.

Charts shall be blackline or blue-line ozalid prints, and different colors shall be used to indicate area of coverage for each station.

After approval by the City, charts shall be hermetically sealed between two pieces of plastic—minimum 10 mils. thick each.

Charts shall be completed and approved by the City prior to final inspection of irrigation system.

Operation and Maintenance Manuals: Prepare and deliver to the City within ten calendar days prior to completion of construction, two hard cover binders with three rings containing the following information:

- (a) Index sheet stating Contractor's address and telephone number, list of equipment with name and address of local manufacturers' representatives.
- (b) Catalog and parts sheets on material and equipment installed under this contract.
- (c) Guarantee statement (refer to Subsection 308-7, Guarantee).
- (d) Complete operating and maintenance instruction manuals on major equipment.

In addition to required maintenance manuals, provide the City's maintenance personnel with instructions for major equipment and show evidence in writing to the City at the conclusion of the project that this service has been rendered.

308-5.2.1 General. ADD the following prior to the first paragraph:

Site Conditions: Scaled dimensions are approximate. Contractor shall check and verify dimensions, and receive City's approval, prior to proceeding with work under this Section.

Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities. Check utilities record drawings for existing utility locations. Coordinate installation of irrigation materials to avoid interference with utilities, other construction, and planting.

Contractor shall carefully check elevations and grades to insure that work on the irrigation system may safely proceed without conflicts.

Water Supply: Irrigation system shall be connected to water supply points-of-connection as indicated on the drawings.

Connections shall be made at approximate locations shown on drawings. Contractor shall be responsible for minor changes caused by actual site conditions.

Routing of sprinkler irrigation lines as indicated on the drawings is diagrammatic. Install lines (and various assemblies) in accordance with irrigation details and plans. Markings on PVC pipe shall be installed face up in the trench, and visible and readable by the City Engineer.

Contractor shall not install multiple assemblies on plastic lines. Provide each assembly with its own outlet.

Install assemblies specified herein in accordance with respective details. In absence of detail drawings and specifications pertaining to specific items required to complete work, perform such work in accordance with best standard industry practice and with prior approval of City.

PVC pipe and fittings shall be thoroughly cleaned of dirt, debris, and moisture before installation. Installation and solvent welding methods shall be as recommended by pipe and fitting manufacturers.

On PVC to metal connections, Contractor shall work metal connections first. PVC to metal connections shall only be accomplished by PVC male adapters screwed into metal fittings. Teflon tape, or approved substitution, shall be used on threaded PVC to PVC, and on threaded PVC to metal joints. Use only light wrench pressure to tighten joints. If threaded PVC connections are required, then use threaded PVC adapters, into which pipe may be welded.

Temporary Repairs: The City reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the City shall not relieve Contractor of responsibilities under terms of the guarantee in accordance with Section 308-7.

Lines for other trades shall not be laid in irrigation trenches, but shall be installed in separate trenches.

308-5.2.3 Plastic Pipeline. Third paragraph, first sentence, ADD the following:

unless modified by manufacturer's recommendations.

308-5.3 Installation of Valves, Valve Boxes and Special Equipment. INSERT the following between the first and second paragraphs:

Remote Control Valves: Install as shown on plans and details. Where grouped together, allow at least twelve inches between valves. Install each remote control valve in a separate valve box. Testing of pressure mainlines shall occur prior to installation of remote control valves.

DELETE the third paragraph, and SUBSTITUTE with the following:

Valves shall be the size as indicated on the Plans.

Fourth paragraph, second sentence, DELETE and SUBSTITUTE the following:

Valves shall be installed in concrete valve boxes per Subsection 212-2.2.7 herein, one valve in each valve box.

Sixth paragraph, ADD the following:

Valve boxes shall have proper brick base support and extensions to prevent any settling of boxes. Valve boxes shall be set parallel with each other, and with structures and paving.

308-5.4.1 General. DELETE in its entirety from the Whitebook.

308-5.4.2 Location, Elevation, and Spacing DELETE the second paragraph, first sentence and last paragraph, first sentence of the Greenbook.

308-5.4.3 Riser and Nozzle Line Installation DELETE in its entirety from the Whitebook, DELETE the second paragraph from the Greenbook and REPLACE with the following:

Risers and nipples shall be threaded Schedule 80 PVC.

DELETE the last two paragraphs from the Greenbook.

308-5.4.4 Sprinkler Head Adjustment. DELETE in its entirety from the Whitebook, ADD to the first paragraph from the Greenbook the following:

Flow control on individual valves may be adjusted so that uniform distribution of water is applied by sprinkler heads to planting areas covered by each individual valve system.

DELETE last paragraph from the Greenbook.

308-5.5 Automatic Control System Installation. DELETE in its entirety from the Whitebook, DELETE the second sentence of the third paragraph from the Greenbook and SUBSTITUTE the following:

When the valve is to be housed in a valve box, it shall be installed with at least four inches clearance below bottom of cover.

REVISE first sentence of the fourth paragraph as the following:

All service wiring shall be installed at the minimum depth specified in 308-2.2 in gray schedule 40 PVC conduit from the service point to the controller.

ADD to the sixth paragraph the following:

Wire colors shall be provided as follows:

Neutral Wires:	White
Spare Wires:	Yellow
Pilot Wires:	Red

If installation varies from above assigned color scheme, Contractor shall make note of changes on "As-built" drawings.

ADD the following:

Expansion curls shall be provided within three (3) feet of each wire connection and at least every one hundred (100) feet of wire length on runs more than one hundred (100) feet in length, and also at each

change of direction. Expansion curls shall be formed by wrapping at least eight (8) turns of wire around a one-inch diameter pipe, then withdrawing the pipe.

Install two spare wires from controller to each remote control valve manifold location on each mainline run. Verify total number and location of spare wires with City representative prior to wire installation.

Splices shall be made with approved epoxy-filled waterproof splice kits. Field splices between automatic controllers and electrical control valves shall not be installed without prior approval of the City.

308-5.6.2 Pipeline Pressure Test. DELETE in its entirety and SUBSTITUTE with the following:

- 1) Test shall be observed and accepted by the City prior to trench backfill. Request presence of the City in writing at least 48 hours (2 working days) in advance of test.
- 2) No testing shall take place, nor water allowed into pipe system, before the solvent manufacturer's recommended curing time has elapsed.
- 3) Mainline pressure piping shall be tested under hydrostatic pressure of 125 pounds per square inch for four hours and proved water-tight prior to backfilling. Pressure mains shall be tested with all control valves open and outlet side of valves capped. Test non-pressure (lateral) lines under hydrostatic pressure of 100 psi for two hours to prove water-tight. No irrigation trenches shall be backfilled until piping has been inspected, tested, and approved.
- 4) If leaks develop, then replace leaking portions and repeat test until entire system is proven water-tight.
- 5) Testing for mainline and lateral pipe shall be completed and accepted prior to planting.
- 6) Testing of the system shall be performed after completion of each section, or completion of the entire installation. Necessary repairs to put the system in good working order shall be made by the Contractor before final payment by the City.
- 7) Irrigation heads shall be installed only after flushing and testing of the system has been accepted in writing by the City.

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.

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. DELETE entire section and SUBSTITUTE the following:

ADD: 308-6.1 General. Maintenance period shall not begin until entire landscape and irrigation installation, in accordance with Contract Documents, is accepted in writing by the Resident Engineer.

Maintenance shall be for the following duration: 90 days, or until plants are established and irrigation system is operating properly as determined by Resident Engineer, whichever period is longer.

Irrigation and maintenance schedules outlining proposed activities and task frequencies shall be submitted to the City for approval prior to start of landscape maintenance period.

Prior to final acceptance, the City shall be given controller enclosure keys, quick coupler keys, operational manuals, and other turnover items specified in Contract Documents.

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 replace dead and damaged plants with specified plant material and repair damage caused by replanting work at no extra cost to 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. Materials used in this work shall be approved by State of California Department of Food and Agriculture and other agencies with jurisdiction.

ADD: 308-6.1.1 Scope. The following work shall be performed during the maintenance period:

- (a) Maintenance shall include, but is not limited to: Watering, fertilizing, weeding, applying anti-desiccants, cultivation, pest control, pruning, irrigation repair, plant replacement.
- (b) Pickup and removal of trash from work areas, washing and sweeping of walks and paving, and removal of unused materials from the job site.

ADD: 308-6.1.2 Personnel. Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing work required under this Section on schedule and in accordance with Contract Documents. Maintenance personnel shall conduct themselves in a proper and efficient manner at all times. Personnel shall be fully clothed in suitable work clothing.

ADD: 308-6.1.3 Supervision. Contractor shall have competent supervisors, who may be working supervisors, on the job while work is being performed. Supervisors shall have a minimum of three (3) years field experience and possess adequate technical knowledge to supervise work in accordance with Contract Documents.

A non-working supervisor shall inspect job site regularly (at least two times each week) to insure work is performed in accordance with Contract Documents.

ADD: 308-6.2 Landscape Maintenance.

ADD: 308-6.2.1 General Quality of Landscape Maintenance

Contractor shall provide complete landscape maintenance including, but not limited to: irrigation, fertilization, weed control, control of plant pests and diseases, mowing, clean-up, maintenance of drainage systems, and other work required to maintain job site in safe, attractive and usable condition.

ADD: 308-6.3 Irrigation Maintenance.

ADD: 308-6.3.1 Scope of Work. Provide labor, materials, equipment, and services necessary to properly maintain, operate, adjust, and perform minor repairs to irrigation system during maintenance period. Contractor shall have tools and spare parts for irrigation repairs on the job site at all times. Ground cover and shrub growth may require raising of heads to clear plant material.

ADD: 308-6.3.2 General. Irrigation materials shall be best available quality and as specified unless otherwise approved. Materials shall include: pipe fittings, heads, emitters, valves, cocks, stops, solvent cement.

Contractor shall provide adequate garden hoses, quick coupler keys, and other equipment and tools necessary for the execution of maintenance work.

At least once each week during the maintenance period, maintenance personnel shall manually operate each remote control valve, and inspect each sprinkler head in that valve circuit, to determine proper and adequate operation.

ADD: 308-6.3.3 Operation. Contractor shall adjust irrigation timing and frequency to avoid over watering and runoff, and maintain optimum soil moisture for healthy plant growth.

ADD: 308-6.4 Maintenance Report. Contractor shall submit bi-weekly maintenance reports to the City Engineer. Reports shall outline maintenance work performed in the preceding two weeks, and planned maintenance work for the following two week period. Failure to submit reports shall be deemed an interruption of the maintenance period, and shall extend the completion date of the maintenance period accordingly.

End of maintenance period shall occur only on receipt by Contractor of written final acceptance of work from the City Engineer.

ADD: 308-6.5 Closeout Schedule and Procedure. Prior to final inspection, Contractor shall request City's representative to perform preliminary review of work to determine whether work has been completed in accordance with Contract Documents. Contractor shall notify the City at least two working days in advance of requested date of review. Information gathered from this review will be used by the City's representative to prepare a "punch list" of work to be performed, corrected, or completed. Punch list shall be completed by Contractor prior to final inspection.

Temporary facilities shall be removed from the job site.

Job site shall be thoroughly cleaned as specified in Section 308-6. 1. 1 (b).

Irrigation equipment shall operate in accordance with Contract Documents and manufacturers' specifications. Adjust, repair, balance, and replace equipment not operating properly.

Record drawings shall be completed and submitted to the City. Review and approval of record drawings by the City Engineer is required prior to final acceptance.

Required material and equipment turnover items according to Section 212-2.6, and equipment maintenance instructions, shall be submitted to the City.

Guarantees and warranties shall be submitted to the City.

ADD: 308-6.6 Final Inspection. After punch list items noted at preliminary review of work have been completed, Contractor shall notify the City to request final inspection. Notice shall be given at least five working days in advance of the time the final inspection is to be performed.

Contractor, or principal superintendent authorized to act on behalf of Contractor, shall accompany the City's representative during the final inspection, as well as principal subcontractors that the City may request to be present. If the work has been completed in accordance with Contract Documents and no further corrective measures are required, the City will accept the project and will file for the Notice of Completion.

If the work has been substantially completed in accordance with the Contract Documents, and only minor corrective measures are required, the City will conditionally accept the project and will file for the Notice of Completion based upon the Contractor's assurance that the corrective measures will be completed within a specified time period agreed to by the City.

308-7 GUARANTEE. DELETE in its entirety from the Whitebook, ADD to the Greenbook and the following:

The entire irrigation system shall be guaranteed against defects in materials and workmanship for a period of one year from the date of acceptance of work. Should the Contractor fail during the guarantee period to expeditiously correct a defect upon written notification by the City, the City shall cause the work to be corrected and bill the actual costs incurred to the Contractor. Defect corrections shall include the complete restoration of existing improvements that were damaged as a result of the defect.

Guarantee form shall be retyped onto Contractor's letterhead as follows:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have provided is free from defects in materials and workmanship, and that work has been completed in accordance with Contract Documents, ordinary wear and tear excepted. We agree to repair and replace defects in materials and workmanship, including settling of backfilled areas below finish grade that may develop during the period of one year from date of acceptance, and also to repair damage resulting from repairing and replacing such defects at no additional cost to the City. We shall make such repairs and replacements within 72 hours after receipt of written notice. If we fail to make such repairs after written notice from the City, we authorize the City to make said repairs and replacements at our expense, and we shall pay the costs and charges therefore upon demand.

PROJECT:
LOCATION:
SIGNED: (Contractor)
ADDRESS:
PHONE:
DATE OF ACCEPTANCE:

ADD: 308-7.2 Planting Guarantee. Contractor shall guarantee plants to be in a healthy, thriving condition for the following time periods beginning on the first day of the maintenance period:

Trees: 15 gallon and larger - ONE YEAR
Shrubs, Vines, and Ground Cover: 1 gallon and larger - 120 DAYS

Full compensation for constructing wall landscaping and irrigation shall be paid at the contract price per lump sum for “Construct Wall Landscaping and Irrigation”, and no additional compensation will be allowed therefore.

308-8 Payment. To the supplement, DELETE in its entirety and REPLACE with the following:

The Contract lump sum bid item for “Wall Landscaping and Irrigation.” Shall include all work related to landscaping and irrigation

ADD: SECTION 313 – ANTI GRAFFITI PROTECTIVE COATING

313-1 CONCRETE STRUCTURES.

313-1.1 General. Anti-graffiti protective coating for use on concrete shall conform to Section 7, “Responsibilities of the Contractor” of the Standard Specifications and these provisions.

All exposed concrete surfaces shall be treated with anti-graffiti protective coating.

313-1.2 Preparation of Surfaces. All concrete surfaces to be treated shall have cured a minimum of 28 days and all stained surfaces shall have cured a minimum of 48 hours, and shall be clean and dry prior to applying the protective coating.

313-1.3 Application. The protective coating shall be sprayed in accordance with the manufacturer’s instructions.

Three separate coats of protective coating shall be applied at a rate not less than one gallon per 400 square feet. The protective coating shall be applied evenly over the entire surface to be treated. Any

Three separate coats of protective coating shall be applied at a rate not less than one gallon per 400 square feet. The protective coating shall be applied evenly over the entire surface to be treated. Any runs or sags in the coating shall be immediately brushed out to ensure even application. The second and third coats shall not be applied until the previous coat is thoroughly dry to the touch.

The anti-graffiti protective coating shall be non sacrificial type, matte finish, clear color water-based, cross-linked co-polymer type; used to prevent graffiti from penetrating the surface of concrete material, shall conform to Caltran's Specification Number 8010-71G-12, and shall be approved prior to application by the Engineer.

Chemical solids shall not exceed 27% of the total coating volume. The coating shall be non-flammable.

The anti-graffiti protective coating shall be tested for compatibility with the architectural coloration a minimum of 30 days prior to application. Test is to be performed to satisfy the Engineer.

313-1.3 Measurement and Payment. The contract price paid per lump sum for Anti-graffiti Protective Coating shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in applying the anti-graffiti protective coating complete in place, including application on test panels, as specified in these provisions, and as directed by the Engineer. If no bid item is provided, the cost shall be included in the various items of work payments.

ADD: PART 8 – ENVIRONMENTAL WORKS

SECTION 807 – RESOURCE DISCOVERIES

ADD: 807-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Negative Declaration for Talbot Street Slope Restoration, Project No. 92925, as referenced in the Contract Appendix. The Contractor shall comply with all requirements of the Negative Declaration as set forth in Contract Appendix.

Unless a separate Bid item has been provided for compliance with the City's prepared environmental document e.g., MMRP, payment shall be included in the various Bid items.

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

CalTrans Standard Specifications

**CITY OF SAN DIEGO’S MODIFICATIONS TO
SECTIONS 1 THROUGH 9 AND SECTION 12 OF THE CALTRANS STANDARD
SPECIFICATIONS AND ITS AMENDMENTS AND UPDATES**

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, “Coordination and Interpretation of Plans, Standard Specifications and Special Provisions”, of the Standard Specifications. Whenever either the term “Standard Specifications is amended” or the term “Standard Specifications are amended” is used in these special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. Conflicts shall be addressed as follows:

- a) In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.
- b) In case of conflict between the Standard Specifications and these special provisions, these special provisions shall control.
- c) If there is a conflict in the General Provisions i.e., between these special provisions and the City’s standard specifications, the latter shall control.
- d) If there is a conflict between the procedures and requirements described in Caltrans’s Local Assistance Procedures Manual—(LAPM) and the City’s standard specifications, the LAPM shall control.

Sections 1 through 9, Section 12, and Section 14 of the Standard Specifications dated May, 2006, State of California, Department of Transportation (Caltrans) are modified by these special provisions as follows.

SECTION 1 - DEFINITIONS AND TERMS

1-1.01 GENERAL – ADD the following:

Section 1 includes general rules of interpretation. Caltrans is gradually standardizing the style and language of the specifications. The new style and language includes:

1. Use of:
 - 1.1. Imperative mood
 - 1.2. Introductory modifiers
 - 1.3. Conditional clauses
2. Elimination of:
 - 2.1. Language variations
 - 2.2. Definitions for industry-standard terms
 - 2.3. Redundant specifications
 - 2.4. Needless cross-references

The use of this new style does not change the meaning of a specification not yet using this style. Sections 1 through 9 include general specifications applicable to every contract unless specified as applicable under certain conditions. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's." Omission of "a," "an," and "the" is intentional. These articles have been omitted in some specifications for streamlining purposes. Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity. A plural term includes the singular. All items in a list apply unless the items are specified as choices. Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Reserved," or "Not Used" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

ADD:

1-1.031 **ATTORNEY GENERAL** - Wherever used in the Standard Specifications shall refer to City Attorney.

ADD:

1-1.081 **CITY** - The City of San Diego, a chartered municipal corporation of the State of California.

ADD:

1-1.082 **CITY COUNCIL OR COUNCIL** - The City Council of the City of San Diego, the governing body created by law and the awarding authority of the City of San Diego, acting either directly or through its duly appointed officials.

ADD:

1-1.083 **MAYOR** - Refer to Section 1-1.18, "Engineer."

1-1.13 **DEPARTMENT OF TRANSPORTATION OR DEPARTMENT** – DELETE and SUBSTITUTE the following:

Whenever used in the Standard Specifications, refers to the City of San Diego, except when used in reference to test methods of, or to denote publications or designate the mailing address of an agency of the State of California.

1-1.15 **DIRECTOR OF TRANSPORTATION OR DIRECTOR** - DELETE and SUBSTITUTE the following:

Whenever used in the Standard Specifications refers to the Mayor or Designee.

ADD:

1-1.17 **DIVISION OF MEASUREMENT STANDARDS** - Wherever used in the Standard Specifications, shall refer to the Department of Agriculture - Weights and Measures of the County of San Diego.

ADD:

1-1.221 **GENERAL PROVISIONS** - Sections 1 through 9 (as modified herein) of the Standard Specifications dated May, 2006, State of California, Department of Transportation, and Part 1 of Standard Specifications for Public Works Construction and its City Supplement and Supplementary Special Provisions.

1-1.25 **LABORATORY** - DELETE and SUBSTITUTE the following:

The established laboratory authorized by Engineer to test materials used in the Work.

1-1.26 **LIQUIDATED DAMAGES** - DELETE and SUBSTITUTE the following:

The amount prescribed in the specifications, pursuant to the authority of Public Cont Code §10226, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in these special provisions.

ADD:

1-1.27.1 **NOTICE TO BIDDERS** – A Contract Document that provides a general work description, Bidder and Bid specifications, and the time and location the City receives Bids. See Notice Inviting Bids and invitations to bid.

1-1.39 **STATE OF CALIFORNIA OR STATE** – ADD the following:

As used in these specifications relative to the contract administration refers to the City of San Diego.

1-1.40 **STATE CONTRACT ACT** - DELETE and SUBSTITUTE the following:

Chapter 1, Division 2, of the Public Contract Code. The provisions of this act are not applicable to this contract.

ADD:

1-2.01 **REFERENCES** - Where Standard Specifications refer to the Special Provisions to describe the Work, interpret the reference as a reference to the Bid Item List, the Special Provisions, or both. Interpret a reference to a section of the Standard Specifications as a reference to the Standard Specifications as revised by any amendment, special provision, or both. A reference within parentheses to a law or regulation is included in the Contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist. Where the version of a referenced document is not specified, use the current version in effect on the date of the invitation to bid. A reference to a subsection includes the section's general specifications of which the subsection is a part. A code not specified as a Federal code is a California code.

2-1.01 GENERAL – ADD the following:

The bidder’s attention is directed to the provisions in Section 2, “Proposal Requirements and Conditions,” of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid. The bidder’s bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder’s bond form included in that book may be used.

In conformance with Public Contract Code §7106, a Noncollusion Affidavit is included in the bidding documents. Signing the Bid shall also constitute signature of the Noncollusion Affidavit. The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulation), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, and the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the Bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed Bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the Apparent Low Bidder on future public works contracts.

ADD:

2-1.011 CITY’S DBE PROGRAM. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The City of San Diego will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the Bidder shall include this assurance.

Bidders shall be fully informed with respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

- a) DBE shall be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- b) DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- c) DBE joint venture partner shall be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner shall share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest;
- d) DBE shall perform a commercially useful function, i.e., shall be responsible for the execution of a distinct element of the work and shall carry out its responsibility by actually performing, managing and supervising the work;
- e) DBEs shall be certified by California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - i. The Caltrans “Civil Rights” web site at:
<http://www.dot.ca.gov/hq/bep>.
 - ii. The Caltrans DBE Directory. This Directory may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
- f) When reporting DBE participation, Bidders may count the cost of materials or supplies purchased from DBEs as follows:
 - i. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - ii. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm shall be an established, regular business that engages, as its

principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph F.2., if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.

- iii. If the DBE is neither a manufacturer nor a regular dealer, count only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

g) When reporting DBE participation, Bidders may count the participation of DBE trucking companies as follows:

- i. 1. The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
- ii. The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- iii. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The DBE may lease trucks from another DBE firm including an owner-operator, who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- v. The DBE may also lease trucks from a non-DBE firm including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
- vi. For the purposes of this paragraph G, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others

during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

- h) Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.
- i) The Contractor shall maintain records of all Joint Venture participation if this participation is all or a part of obtaining the DBE goals. Such records shall show the specific work actually performed by the DBE and the dollar amount actually received. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Contractor and Joint Venture.
- j) The DBE Joint Venture participants in response to the DBE goals of this contract shall perform the work for which they are responsible unless prior written authorization is received from the Engineer.
- k) Authorization to use other forces may be requested for the reasons listed in §5-1.13A, 1 - 6 above. The Contractor/Joint Venture shall not be entitled to any payment for work listed to be performed by the DBE joint venture which is not so performed unless prior written permission has been received from the Engineer.

Note: The City of San Diego's Annual Anticipated DBE Participation Level, comprised of all anticipated contracts under this program is **15%**.

2-1.015

FEDERAL LOBBYING RESTRICTIONS - §1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- c) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02

DISADVANTAGED BUSINESS ENTERPRISE (DBE) - This project is subject to Title 49 CFR 26.13(b): The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. The Contractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form is included in the Contract Documents and shall be executed by the successful Bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful Bidder must execute and return the form. The successful Bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100% of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful Bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful Bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form shall be completed and returned to the Agency by the successful Bidder with the executed contract and contract bonds.

The Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The Contractor shall meet the DBE goal shown in the Contract Documents or demonstrate that it made adequate good faith efforts to meet this goal.

It is the Contractor's responsibility to verify that the DBE firm is certified as DBE at date of Bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only DBE participation will count towards the DBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies the Contractor purchases from DBEs counts towards the goal in the following manner:

1. 100% counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60% counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The Contractor will receive credit towards the goal if the Contractor employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

DBE Commitment Submittal:

Submit DBE information on the "Local Agency Bidder-DBE Commitment (Construction Contracts)," Exhibit 15-G, form included in the Contract Documents. If the form is not submitted with the Bid, remove the form from the Contract Documents before submitting your Bid.

If the DBE Commitment form is not submitted with the Bid, the Apparent Low Bidder, the 2nd low Bidder, and the 3rd low Bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other Bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 Business Days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the City finds your bid nonresponsive.

Good Faith Efforts Submittal:

If you have not met the DBE goal, complete and submit the “DBE Information - Good Faith Efforts,” Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

- a) Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
- b) Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
- c) Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
- d) Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

- e) Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
- f) List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
- g) List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
- h) Any additional data to support demonstration of good faith efforts.

2-1.03 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT AND SITE OF WORK - ADD the following to the third paragraph:

Such inspection of records may be made at the City Public Works Department - Engineering and Capital Projects.

2-1.05 PROPOSAL FORMS – DELETE in its entirety and SUBSTITUTE the following:

The City will furnish to each Bidder a standard proposal form, which when filled out and executed, may be submitted as Bid. Bids not presented on forms so furnished will be disregarded.

The proposal form is bound in a book together with the invitation to bid, these special provisions, and Contract. Neither the proposal form nor any other portion of said book shall be detached therefrom. The Proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the Bidder, who shall fill out all blanks in the Proposal form as therein required.

All proposals shall be submitted as directed in the invitation to bid under sealed cover bearing on the outside the name of the Bidder, his address, the name of the project for which the Bid is submitted and the appropriate State Contractor's License designation held by the Bidder. If forwarded by mail, the sealed envelope containing the Bid shall be enclosed in another envelope addressed as specified in the invitation to bid. Proposals which are not properly marked may be disregarded.

All proposal forms shall be obtained at the location given in the invitation to bid.

2-1.07 **PROPOSAL GUARANTY** - First paragraph, DELETE the last sentence and SUBSTITUTE the following:

Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City of San Diego.

Delete the last paragraph and substitute the following:

A Bidder's bond will not be accepted unless it conforms to the bond form included in the Contract Documents and is properly filled out and executed. Upon request "Bidder's Bond" forms may be obtained from the City Purchasing and Contracting Department.

2-1.095 **RELIEF OF BIDDERS** - DELETE in its entirety and SUBSTITUTE the following:

Attention is directed to the provisions of Public Contract Code 5103, et seq concerning relief of Bidders and in particular to the requirement therein, that if the Bidder claims a mistake was made in his Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-1.105 **PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING** - DELETE in its entirety.

2-1.108 **COMPLIANCE WITH ORDERS OF THE NATIONAL LABOR RELATIONS BOARD** - DELETE in its entirety.

ADD:

2-1.121 **GUARANTY BONDS** - A material guaranty for a period of 6 months from the date of acceptance for the following item(s) of work as designated in the Engineer's Estimate will be required and shall conform to the provisions in Section 2-1.12, "Material Guaranty," of the Standard Specifications. A guaranty form for this purpose is included in the proposal. The guaranty form contains the items to be covered.

The 2 contract bonds required by Section 3-1.02, "Contract Bonds," of the Standard Specifications may be reduced as provided in said Section 2-1.12.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 **AWARD OF CONTRACT** - DELETE the second paragraph and SUBSTITUTE the following:

The award of the contract, if it is awarded, will be to the lowest responsible Bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made to the lowest responsible Bidder within 120 days after the Bid opening; within 135 days to the second lowest responsible Bidder if the first does not execute

the Contract; and within 150 days to the third lowest responsible Bidder if neither the first nor second execute the Contract. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

Failure of the Bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after Bid opening, including but not limited to escrowed Bid documents, where applicable, may subject the Bidder to a determination of the Bidder's responsibility in the event it is the apparent low Bidder on a future public works contract.

ADD the following after the last paragraph:

The lowest Bid will be determined, at the sole discretion of the City, by the base Bid alone or by the sum of the base Bid plus any combination of additive or deductive alternates that the City may select. Failure to submit a Bid on additive or deductive alternate selected by City shall be considered a non-responsive Bid.

The Contract shall be executed by the successful Bidder and shall be returned, together with the Contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the Bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Purchasing and Contracting Department
1010 Second Avenue, Suite 1400
San Diego, CA 92101

The successful Bidder's "LOCAL AGENCY BIDDER – DBE INFORMATION (CONSTRUCTION CONTRACTS), Exhibit 15-G" form shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100% of an item of Work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. A successful Bidder certified as a DBE shall describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful Bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful Bidder is encouraged to submit a copy of the joint venture agreement.

Attention is directed to Section 5, "Federal Requirements (American Recovery And Reinvestment Act)," of these special provisions.

ADD:

- 3-1.011 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER** - For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful Bidder must provide the City a D-U-N-S number. Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract. If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at: <http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City will not approve the Contract.

- 3-1.02 CONTRACT BONDS** - DELETE the first and second paragraphs and SUBSTITUTE the following:

The successful Bidder shall furnish a surety bond in an amount equal to 100% of the Contract Price as security for the faithful performance of the contract, and shall furnish a separate surety bond in an amount for not less than 100% of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract as specified by Chapter 5 (commencing at §3225) and Chapter 7 (commencing at §3247), Title 15, Part 4, Division 3, of the California Civil Code. The aforesaid bonds shall be satisfactory to, and on the forms provided by, the City.

- 3-1.03 EXECUTION OF CONTRACT** - DELETE this section in its entirety and SUBSTITUTE the following:

The contract shall be signed by the successful Bidder and returned together with the contract bonds, certificates of insurance, and other forms required in the proposal within 5 Working Days after the Bidder has received notice that the contract has been awarded.

SECTION 4. SCOPE OF WORK

- 4-1.03 CHANGES** - In Paragraph 2, DELETE the last sentence and SUBSTITUTE the following:

A contract change order will not become effective until approved by the Engineer and also by the City Council in those cases required by the City Charter. Payment for a contract change order will not be made until approved by the Mayor or designee. Contract change orders normally require 2 to 3 months to process.

SECTION 5. CONTROL OF WORK

ADD:

5-1.02B SOIL NAIL WALL EARTHWORK DRAWINGS

The Contractor shall submit a complete working drawing submittal for earthwork for each soil nail wall to the Offices of Structure Design in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Caltrans Specifications. Working drawings shall be 11" x 17" in size. For initial review, 5 sets of drawings shall be submitted. After review, between 6 and 12 sets, as requested by the Engineer, shall be submitted to the Engineer for final approval and use during construction.

Working drawing submittals for soil nail wall earthwork shall show the contract number, structure number, full name of the structure as shown on the project plans, and District-County-Route-Post Mile on each drawing and calculation sheet. The Contractor's name, address, and telephone and fax numbers shall be shown on the working drawings. Each sheet shall be numbered in the lower right hand corner.

The working drawing submittal for soil nail wall earthwork shall contain all information required for the construction and quality control of the earthwork, including the following:

- A. A proposed schedule and detailed construction sequence. The construction sequence shall include measures to ensure wall and slope stability during all stages of wall construction, including provisions for installation of verification and proof test soil nails and discontinuous rows of soil nails.
- B. Methods of excavation to the staged lifts indicated and types of excavation equipment.
- C. Exposed vertical soil lift height and proposed maximum duration of exposure for each wall zone, including supporting calculations, and provisions for stabilization of the exposed soil face.
- D. Details for the monitoring system for wall deflection.
- E. Information on space requirements for installation equipment.
- F. A detailed construction dewatering plan addressing all elements necessary to divert, control, and dispose of surface water and ground water.

The working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor shall allow the Engineer 4 weeks to review the working drawings after a complete submittal has been received.

Should the Engineer fail to review the complete working drawing submittal within the time specified and if, in the opinion of the Engineer, the Contractor's controlling

operation is delayed or interfered with by reason of the delay in reviewing the soil nail wall earthwork working drawing submittal, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

ADD:

5-1.02C SOIL NAIL ASSEMBLY DRAWINGS

The Contractor shall submit a complete working drawing submittal for soil nail assemblies to the Offices of Structure Design in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Caltrans Specifications. Working drawings shall be 11" x 17" in size. For initial review, 5 sets of drawings shall be submitted. After review, between 6 and 12 sets, as requested by the Engineer, shall be submitted for final approval and use during construction.

Working drawing submittals for soil nail assemblies shall show the contract number, structure number, full name of the structure as shown on the project plans, and District-County-Route-Post mile on each drawing and calculation sheet. The Contractor's name, address, and telephone and fax numbers shall also be shown on the working drawings. Each working drawing sheet shall be numbered in the lower right hand corner of the sheet.

The working drawing submittal for soil nail assemblies shall contain all information required for the construction and quality control of the soil nail wall, including the following:

- A. The proposed schedule and detailed construction sequence of the installation and grouting of soil nails, application of shotcrete, and construction of cast-in-place reinforced concrete.
- B. Complete details and specifications for the anchorage system, soil nails, and test soil nails, including encapsulation materials and grouting methods.
- C. Drilling methods and equipment, including proposed drilled hole diameter with assumed bond strength, supporting calculations, and equipment space requirements.
- D. Grout mix designs and testing procedures.
- E. Grout placement procedures and equipment, including minimum required cure time.
- F. Proposed soil nail testing equipment, including jacking frame and appurtenant bracing, and the method and equipment for determining soil nail displacement during testing.
- G. Details for providing bonded and unbonded lengths, including type of packers or other appropriate devices.

- H. Details for isolation of installed proof soil nails during shotcrete installation.
- I. Procedure for extraction of grouted soil nails.

The working drawings shall be stamped and signed by an engineer who is registered as a Civil Engineer in the State of California.

The Contractor shall allow the Engineer 4 weeks to review the working drawings after a complete submittal has been received.

Should the Engineer fail to review the complete working drawing submittal within the time specified, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the soil nail working drawing submittal, an extension of time commensurate with the delay in completion of the work thus caused will be granted in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

5-1.15 STATISTICAL TESTING - Requirements for statistical testing will not apply to the Work.

5-1.2 LABOR NONDISCRIMINATION - Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, §12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.3 BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing

processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.4 SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors, Exhibit 17-F, form. Submit it within 90 days of contract acceptance. The Agency withholds \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

5-1.5 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.6 PERFORMANCE OF SUBCONTRACTORS

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

5-1.7 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of San Diego may exercise the remedies provided under Pub Cont Code § 4110. The City of San Diego may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.8 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.9 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.11 TRAINING

For the Federal training program, the number of trainees or apprentices is 4.

5-1.12 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.-The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.-The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.-Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.13 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITIES

7-1.01A

(2) **Prevailing Wages** - The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the Work is to be done, are available at the City of San Diego. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The contractor shall pay the higher of either the State general prevailing wage rates or Federal minimum wage rates.

7-1.01A

(4) **Labor Nondiscrimination** – ADD the following:

Attention is directed to Resolution No. 219741 adopted by the City Council on November 23, 1977, which establishes an Affirmative Action Program which prohibits discrimination in employment and requires compliance by construction Contractors doing business with the City.

7-1.01C

Contractor's Licensing Laws - DELETE the third paragraph in its entirety and SUBSTITUTE the following:

In all state projects where federal funds are involved, no Bid submitted or contract thereafter awarded shall be invalidated by the failure of the Bidder or Contractor to be properly licensed in accordance with the laws of this state, nor shall any such Contractor be denied payment under any such contract because of such failure; provided, however, that the first payment for work or material under such contract shall not be made by the City Auditor unless and until the Registrar of Contractors certifies to him that the records of the Contractors State License Board indicate that such Contractor was or became properly licensed between the time of Bid opening

and the making of the certification. Any Bidder or Contractor not so licensed shall be subject to all legal penalties imposed by such laws, including but not limited to any appropriate disciplinary action by the Contractors State License Board.

7-1.01I Sound Control Requirements – ADD the following:

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Noise level requirement shall apply to all equipment on the Work Site, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-1.12A Indemnification – DELETE in its entirety and SUBSTITUTE the following:

Contractor agrees to defend, indemnify, protect and hold City, its agents, officers and employees, harmless from and against all claims asserted, or liability established for damages or injuries to any person or property including to Contractor's employees, agents or officers, or judgments arising directly or indirectly out of obligations, work or services herein undertaken, which arise from, are connected with, are caused or claimed to be caused by the acts or omissions of the Contractor, its agents, officers and employees. The obligation to indemnify shall be effective even if the City, its agents, officers or employees established passive negligence contributes to the loss or claim. Contractor further agrees that the duty to defend includes attorneys fees and all costs associated with enforcement of this indemnification provision, defense of any claims arising from this Project; and, where a conflict of interest exists, or may exist between Contractor and the City, the reasonable value of attorneys fees and all costs if the city chooses, at its own election, to conduct its own defense or participate in its own defense of any claim related to this Project. The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active or sole negligence, or sole willful misconduct of the City, its agents, officers or employees.

In any and all claims against the indemnified parties by any employee of the Contractor, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the first and fourth paragraphs in this section on Indemnity shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any Subcontractor, or any Supplier or other person under Workers' Compensation Acts, Disability Benefits Acts, or other employee acts.

The Contractor shall also indemnify and hold harmless the City and its agents, officers, and employees from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal

of Contractor to faithfully perform the work and all of the Contractor's obligations under the contract.

Such costs, expenses, and damages shall include all cost, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

7-1.19 **Rights in Land and improvements** - DELETE the second paragraph and SUBSTITUTE the following:

The Contractor shall not occupy City-owned property outside the right-of-way as shown on the Plans or maps available in the County Engineer's office, unless the Contractor enters into a rental agreement with the City. The agreement will be based on the fair rental values.

ADD:

7-1.23 **HIGHWAY CONSTRUCTION EQUIPMENT** - Attention is directed to Section 7-1.01D, "Vehicle Code," and Section 7-1.02, "Load Limitations," of the Standard Specifications and these special provisions.

Pursuant to the authority contained in §591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in §591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

ADD:

7-1.24 **PROJECT APPEARANCE** - The Contractor shall maintain the Work Site in a neat manner.

In any area visible to the public, the following shall apply:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Full compensation for conforming to the provisions in this section, not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 9. MEASUREMENT AND PAYMENT

9-1.01 **Measurement of Quantities** - In the seventh paragraph - "A County Sealer of Weights and Measures", shall read: "The County Sealer of Weights and Measures".

9-1.03A(3)

Equipment Rental – DELETE the first paragraph and SUBSTITUTE with the following:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled, “Labor Surcharge And Equipment Rental Rates,” which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and rental or other agreement, if such may exist, for use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor’s own equipment, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), “Equipment on the Work.” If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

Delete the sixth paragraph and substitute with the following:

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

9-1.03A(3d)

Dump Truck Rental - Dump truck rental shall conform to the provisions of Sections 9-1.03A(3), “Equipment Rental,” 9-1.03A(3a), “Equipment on the Work,” and 9-1.03A(3b), “Equipment not on the Work,” except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(I), “Labor,” shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled, "Labor Surcharge And Equipment Rental Rates," shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks there will be added a markup of 15%. An additional markup of 5% will be added by reason of performance of the work by a Subcontractor. No other markups will be made for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump truck rentals.

9-1.065 Payment of Withheld Funds – DELETE this section and SUBSTITUTE the following:

The City will hold retainage from the prime contractor and will make prompt and regular incremental acceptances of portions, as determined by the City, of the Work, and pay retainage to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in §7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

Upon the Contractor's request, the City will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code 10263 if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under Government Code §16430 or bank or savings and loan certificates of deposit, upon the following conditions:

- a) The Contractor shall bear the expense of the City and the escrow agent, either the City or the bank, in connection with the escrow deposit made.
- b) Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
- c) The Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall include provisions governing inter alia:
 - i. the amount of securities to be deposited;
 - ii. the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited;
 - iii. conversion to cash to provide funds to meet defaults by the

Contractor including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;

- iv. decrease in value of securities on deposit;
- v. the determination of the escrow upon completion of the contract.

d) The Contractor shall obtain the written consent of the surety of such agreement.

Alternatively, upon the Contractor's request, the City will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the Department, pursuant to the terms in Section 10263 of the Public Contract Code.

Securities eligible for investment shall include those listed in §16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Department.

The escrow agreement used pursuant to this Section 9-1.065 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in §10263 of the Public Contract Code, deemed as incorporated herein by reference.

The Contractor shall obtain the written consent of the surety to such agreement.

SECTION 12. CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

12-1.01 Description – ADD the following:

- a) City's Work Zone Safety and Mobility Policy - To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.
- b) Traffic Management Plan (TMP) – See City's Standard Specifications Section 7-10.2, "Traffic Control."
- c) Public Information – See City's Standard Specifications 7-16, "COMMUNITY Liaison."

12-2.04 Flagging Costs - In the first sentence DELETE "will be borne equally by the State and the Contractor" and SUBSTITUTE "will be borne totally by the Contractor."

DELETE the last sentence of the first paragraph.

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS:

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.— In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____
 State of _____
 County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]
 Date _____
 State of _____
 County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]

Revised 3-95
 08-07-95

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term

Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type,

including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be

available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor

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is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items

performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) The prime contractor remains responsible for the quality of the work of the leased employees;

(3) The prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) The prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety

devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

Economic Area		Goal (Percent)
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved. The goal for the number of trainees or apprentices to be trained under the requirements of the special provision will be 4.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City San Diego:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the City San Diego approval for this submitted information before you start work. The City San Diego credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status, or in which the employee has been employed as a journeyman.

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2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status, or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City of San Diego and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet your equal employment opportunity responsibilities.
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City of San Diego reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training.
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training.
 - 2.2. Provide the instruction to the apprentice or trainee.
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period.
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill.
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification, or until the apprentice or trainee has completed the training program.

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.
2. Certification showing the type and length of training satisfactorily completed.

Maintain records and submit reports documenting your performance under this section.

**CITY OF SAN DIEGO'S MODIFICATION TO
SECTIONS 13 THROUGH 95 OF THE CALTRANS STANDARD SPECIFICATIONS AND
ITS AMENDMENTS AND UPDATES**

SECTION 19 - EARTHWORK

ADD:

19-3.015 STABILITY TESTING

The Contractor shall perform stability testing to verify the Contractor's proposed excavation lift height and exposure duration for soil nail wall construction. Stability testing shall be performed before roadway excavation.

A minimum of one stability test shall be performed within the limits of each wall zone as defined in the following table:

Wall Zone	Beginning Stationing	End Stationing	Upper Elevation (ft)	Lower Elevation (ft)
1	0+00	0+50	130.00	140.00
2	0+50	1+00	120.00	128.00
3	1+00	1+50	125.00	135.00
4	1+50	2+14	105.00	115.00

The stability tests shall be conducted by performing staged roadway excavation to produce a neat excavated face no more than 3 feet in front of the location of the final soil nail wall face. The height of the excavated face shall be as specified in the approved working drawings. The excavated face shall be 20 feet long and parallel to the soil nail wall alignment. The excavated face shall have a constant height within the 20-foot section. Ramps may be excavated outside the 20-foot section to provide construction access. The excavated face shall be left open for the duration specified in the approved working drawings.

The excavated face shall maintain its integrity without raveling, sloughing, or measurable lateral movement at the completion of the stability test. After written approval by the Engineer, the proposed excavation height may be used in that wall zone as the stand-up height of the excavated face for the duration observed in the stability test.

If at any time the exposed excavated face fails to maintain its integrity without raveling, sloughing, or measurable lateral movement for the duration of time observed in the approved stabilization test, the Contractor shall immediately stabilize the excavated face and perform additional stability testing as described herein.

If the Contractor uses a maximum excavation lift height of not greater than 5 feet, no stability testing will be required.

When stability testing is not performed, shotcrete shall be applied during the same work shift in which excavation has occurred. Completion of the shotcrete facing may be delayed up to 24 hours if the Contractor demonstrates that the integrity of the excavated face is maintained.

SECTION 51 – CONCRETE STRUCTURES

51-1.15 DRAINS IN WALLS

ADD the following:

The geocomposite drain shall conform to the details shown on the plans and the following:

- A. Geocomposite wall drain shall consist of a manufactured core not less than 0.25 inch thick nor more than 2 inches thick with one or both sides covered with a layer of filter fabric that will provide a drainage void. The drain shall produce a flow rate through the drainage void of at least 2.0 gallons per minute per foot of width at a hydraulic gradient of 1.0 and a minimum externally applied pressure of 3,500 psf.
- B. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Caltrans Specifications shall be furnished for the geocomposite drain certifying that the drain produces the required flow rate and complies with these special provisions. The Certificate of Compliance shall be accompanied by a flow capability graph for the geocomposite drain showing flow rates for externally applied pressures and hydraulic gradients. The flow capability graph shall be stamped with the verification of an independent testing laboratory.
- C. Filter fabric for geocomposite wall drain shall conform to the provisions in Section 88-1.03, "Filter Fabric," of the Caltrans Specifications. Filter fabric shall be Class A.
- D. The manufactured core shall be either a preformed grid of embossed plastic, a mat of random shapes of plastic fibers, a drainage net consisting of a uniform pattern of polymeric strands forming 2 sets of continuous flow channels, or a system of plastic pillars and interconnections forming a semirigid mat.
- E. The core material and filter fabric shall be capable of maintaining the drainage void for the entire height of geocomposite drain. Filter fabric shall be integrally bonded to the side of the core material with the drainage void. Core material manufactured from impermeable plastic sheeting having nonconnecting corrugations shall be placed with the corrugations approximately perpendicular to the drainage collection system.
- F. The geocomposite drain shall be installed with the drainage void and the filter fabric facing the embankment. The fabric facing the embankment side shall overlap a minimum of 3 inches at all joints and wrap around the exterior edges a minimum of 3 inches beyond the exterior edge. If additional fabric is needed to provide overlap at joints and wrap-around at edges, the added fabric shall overlap the fabric on the geocomposite drain at least 6 inches and be attached thereto.
- G. Should the fabric on the geocomposite drain be torn or punctured, the damaged section shall be replaced completely or repaired by placing a piece of fabric that is large enough to cover the damaged area and provide a minimum 6-inch overlap.

- H. Plastic pipe shall conform to the provisions for edge drain pipe and edge drain outlets in Section 68-3, "Edge Drains," of the Caltrans Specifications.
- I. Treated permeable base to be placed around the slotted plastic pipe at the bottom of the geocomposite drain shall be cement treated permeable base conforming to the provisions for cement treated permeable base in Section 29, "Treated Permeable Bases," of the Caltrans Specifications and these additional provisions.
- J. The treated permeable base shall be enclosed with a high density polyethylene sheet or PVC geomembrane, not less than 10 mils thick, that is bonded with a suitable adhesive to the concrete and geocomposite drain. Surfaces to receive the polyethylene sheet shall be cleaned before applying the adhesive. The treated permeable base shall be compacted with a vibrating shoe type compactor.

SECTION 52 – REINFORCEMENT

52-1.08 SPLICING – ADD the following Flux cored welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform welding for this project.

Wherever reference is made to the following AWS welding codes in the Caltrans Specifications, on the plans, or in these additional provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	2006
D1.4	2005
D1.5	2002
D1.6	1999

Requirements of the AWS welding codes shall apply unless otherwise specified in the Caltrans Specifications, on the plans, or in these additional provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or AASHTO/AWS.

Section 6.1.1.1 of AWS D1.5 is replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing of each weld joint prior to welding, during welding, and after welding as specified in this section and as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

Unless otherwise specified, Sections 6.1.3 through 6.1.4.3 of AWS D1.1, Section 7.1.2 of AWS D1.4, and Sections 6.1.1.2 through 6.1.3.3 of AWS D1.5 are replaced with the following:

The QC Inspector shall be the duly designated person who acts for and on behalf of the Contractor for inspection, testing, and quality related matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as an AWS Certified Welding Inspector (CWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors." The Assistant QC Inspector may perform inspection under the direct supervision of the QC Inspector provided the assistant is always within visible and audible range of the QC Inspector. The QC Inspector shall be responsible for signing all reports and for determining if welded materials conform to workmanship and acceptance criteria. The ratio of QC Assistants to QC Inspectors shall not exceed 5 to 1.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

When any work is welded in conformance with the provisions in Section 75, "Miscellaneous Metal," of the Caltrans Specifications, not including Section 75-1.035, "Bridge Joint Restrainer Units," of the Caltrans Specifications, Section 6.1.4 of AWS D1.1 is replaced with the following:

The QC Inspector shall be responsible for quality control acceptance or rejection of materials and workmanship and shall be currently certified as an AWS CWI in conformance with the requirements in AWS QC1, "Standard for AWS Certification of Welding Inspectors," or as a Welding Inspector Specialist (WIS) in conformance with the requirements in AWS B5.2, "Specification for the Qualification of Welding Inspector Specialists and Welding Inspector Assistants."

Section 6.14.6, "Personnel Qualification," of AWS D1.1, Section 7.8, "Personnel Qualification," of AWS D1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D1.5 are replaced with the following:

Personnel performing nondestructive testing (NDT) shall be qualified and certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the guidelines of the ASNT Recommended Practice No. SNT-TC-1A. Individuals who perform NDT, review the results, and prepare the written reports shall be either:

- A. Certified NDT Level II technicians, or;
- B. Level III technicians who hold a current ASNT Level III certificate in that discipline and are authorized and certified to perform the work of Level II technicians.

Section 6.5.4 of AWS D1.5 is replaced with the following:

The QC Inspector shall inspect and approve each joint preparation, assembly practice, welding technique, joint fit-up, and the performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved Welding Procedure Specification (WPS) are met. The QC Inspector shall examine the work to make certain that it meets the requirements of Sections 3 and 6.26. The size and contour of all welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities shall be aided by strong light, magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

Section 6.6.5, "Nonspecified NDT Other than Visual," of AWS D1.1, Section 7.6.5 of AWS D1.4 and Section 6.6.5 of AWS D1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS or other specified welding codes, in the Standard Specifications, or in these special provisions. Except as provided for in these special provisions, additional NDT required by the Engineer, and associated repair work, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Caltrans Specifications. Prior to release of welded material by the Engineer, if testing by NDT methods other than those originally specified discloses an attempt to defraud or reveals a gross nonconformance, all costs associated with the repair of the deficient area, including NDT of the weld and of the repair, and any delays caused by the repair, shall be at the Contractor's expense. A gross nonconformance is defined as the sum of planar type rejectable indications in more than 20 percent of the tested length.

When less than 100 percent of NDT is specified for any weld, it is expected that the entire length of weld meet the specified acceptance-rejection criteria. Should any welding deficiencies be discovered by additional NDT directed or performed by the Engineer that utilizes the same NDT method as that originally specified, all costs associated with the repair of the deficient area, including NDT of the weld and of the weld repair, and any delays caused by the repair, shall be at the Contractor's expense.

Repair work to correct welding deficiencies discovered by visual inspection directed or performed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, QC Inspector, or NDT personnel to specified levels by retests or other means approved by the Engineer.

Inspection and approval of all joint preparations, assembly practices, joint fit-ups, welding techniques, and the performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day welding is performed. For each inspection, including fit-up, Welding Procedure Specification (WPS) verification, and final weld inspection, the QC Inspector shall confirm and document compliance with the requirements of the AWS or other specified code criteria and the requirements of these special provisions on all welded joints before welding, during welding, and after the completion of each weld.

In addition to the requirements specified in the applicable code, the period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. If welding will be performed without gas shielding, then qualification shall also be without gas shielding. Excluding welding of fracture critical members, a valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's or welding operator's work remains satisfactory.

In addition to the requirements of AWS D1.1, welding procedures qualification for work welded in conformance with that code shall conform to the following:

When a nonstandard weld joint is to be made using a combination of WPSs, a single test may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 4.5.

In addition to the requirements of AWS D1.5, Section 5.12 or 5.13, welding procedures qualification for work welded in conformance with that code shall conform to the following requirements:

- A. Unless considered prequalified, fillet welds shall be qualified in each position. The fillet weld soundness test shall be conducted using the essential variables of the WPS as established by the Procedure Qualification Record (PQR).
- B. For qualification of joints that do not conform to Figures 2.4 and 2.5 of AWS D1.5, a minimum of two WPS qualification tests are required. The tests shall be conducted using both Figure 5.1 and Figure 5.3. The test conforming to Figure 5.1 shall be conducted in conformance with AWS D1.5, Section 5.12 or 5.13. The test conforming to Figure 5.3 shall be conducted using the welding electrical parameters that were established for the test conducted conforming to Figure 5.1. The ranges of welding electrical parameters established during welding per Figure 5.1 in conformance with AWS D1.5, Section 5.12, shall be further restricted according to the limits in Table 5.3 during welding per Figure 5.3.
- C. Multiple zones within a weld joint may be qualified. The travel speed, amperage, and voltage values that are used for tests conducted per AWS D1.5 Section 5.13 shall be consistent for each pass in a weld joint, and shall in no case vary by more than ± 10 percent for travel speed, ± 10 percent for amperage, and ± 7 percent for voltage as measured from a predetermined target value or average within each weld pass or zone. The travel speed shall in no case vary by more than ± 15 percent when using submerged arc welding.
- D. For a WPS qualified in conformance with AWS D1.5 Section 5.13, the values to be used for calculating ranges for current and voltage shall be based on the average of all weld passes made in the test. Heat input shall be calculated using the average of current and voltage of all weld passes made in the test for a WPS qualified in conformance with Section 5.12 or 5.13.
- E. Macroetch tests are required for WPS qualification tests, and acceptance shall be per AWS D1.5 Section 5.19.3.
- F. When a nonstandard weld joint is to be made using a combination of WPSs, a test conforming to Figure 5.3 may be conducted combining the WPSs to be used in production, provided the essential variables, including weld bead placement, of each process are limited to those established in Table 5.3.
- G. Prior to preparing mechanical test specimens, the PQR welds shall be inspected by visual and radiographic tests. Backing bar shall be 3 inches in width and shall remain in place during NDT testing. Results of the visual and radiographic tests shall comply with AWS D1.5 Section 6.26.2, excluding Section 6.26.2.2. Test plates that do not comply with both tests shall not be used.

When joining new reinforcing bars to existing reinforcement, sample splices shall be made using only the deformation pattern of the new reinforcement to be spliced.

ADD:

52-1.08E COLUMN AND PILE REINFORCEMENT SPLICES

The following shall apply to ultimate splices for bar reinforcing cages of columns and cast-in-place piles where the longitudinal bars are spliced vertically at the job site in or above their final positions:

1. Instead of being removed from the completed lot, sample splices may be prepared in the same manner as specified in Section 52-1.08C(2)(a), "Production Test Requirements for Service Splices," of the Caltrans Specifications for service sample splices. These sample splices shall be tested in conformance with the requirements in Section 52-1.08C(3), "Ultimate Butt Splice Test Criteria," of the Caltrans Specifications.
2. Splices may be encased in concrete prior to having the QCM review, approve, and forward each Production Test Report to the Engineer. Should the Contractor exercise this option, it is expressly understood that the Contractor will not be relieved of the Contractor's responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection.

For bar reinforcing cages measuring 4 feet in diameter and larger:

1. At least 4 vertical bars of each cage, equally spaced around the circumference, shall be tied at all reinforcement intersections with double wire ties.
2. At least 25 percent of remaining reinforcement intersections in each cage shall be tied with single wire ties. Tied intersections shall be staggered from adjacent ties.
3. Bracing shall be provided to avoid collapse of the cage during assembly, transportation, and installation.

Successful completion of these minimum baseline requirements for reinforcement cages 4 feet in diameter and larger will in no way relieve the Contractor of full responsibility for engineering the temporary support and bracing of the cages during construction.

Reinforcement shown on the plans to be galvanized shall be galvanized in conformance with the requirements in ASTM Designation: A 767/A 767M, Class 1, except that chromating will not be required.

Within areas where galvanized reinforcement is required, tie wire and bar chairs or other metallic devices used to secure or support the reinforcement shall be galvanized, plastic coated, or epoxy coated to prevent corrosion of the devices or damage to the galvanized reinforcement.

Galvanized surfaces that are abraded or damaged caused by shipping, handling, or installation shall be repaired as specified in Section 75-1.05, "Galvanizing," of the Caltrans Specifications.

ADD:

52-1.09 WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS or other specified welding codes, the Caltrans Specifications, and these additional provisions.

Unless otherwise specified, welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," or Section 75-1.035, "Bridge Joint Restrainer Units," of the Caltrans Specifications. The provisions in this section do not apply to resistance butt welding.

All welding will require inspection by the Engineer. The Contractor shall request inspection at least 3 business days prior to the beginning of welding for locations within California and 5 business days for locations outside of California. The Contractor shall request inspection at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbforms.htm>

Continuous inspection shall be provided when any welding is being performed. Continuous inspection, as a minimum, shall include having a QC Inspector within such close proximity of all welders or welding operators so that inspections by the QC Inspector of each welding operation at each welding location does not lapse for a period exceeding 30 minutes.

When joint weld details that are not prequalified to the details of Section 3 of AWS D1.1 or to the details of Figure 2.4 or 2.5 of AWS D1.5 are proposed for use in the work, the joint details, their intended locations, and the proposed welding parameters and essential variables, shall be approved by the Engineer. The Contractor shall allow the Engineer 15 days to complete the review of the proposed joint detail locations. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications. Upon approval of the proposed joint detail locations and qualification of the proposed joint details, welders and welding operators using these details shall perform a qualification test plate using the WPS variables and the joint detail to be used in production. The test plate shall have the maximum thickness to be used in production and a minimum length of 18 inches. The test plate shall be mechanically and radiographically tested. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The Engineer will witness all qualification tests for WPSs that were not previously approved by the Department. Unless otherwise specified, an approved independent third party will witness the qualification tests for welders or welding operators. The independent third party shall be a current CWI and shall not be an employee of the contractor performing the welding. The Contractor shall allow the Engineer 15 days to review the qualifications and copy of the current certification of the independent third party. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications. The Contractor shall notify the Engineer 7 days prior to performing any qualification tests. Witnessing of qualification tests by the Engineer shall not constitute approval of the intended joint locations, welding parameters, or essential variables.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, reviewing, and approving all correspondence, required submittals, and reports to and from the Engineer. The QCM shall be a registered professional engineer or shall be currently certified as a CWI.

Unless the QCM is hired by a subcontractor providing only QC services, the QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by

subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or NDT firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The work is welded in conformance with AWS D1.5 and is performed at a permanent fabrication or manufacturing facility that is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges and Fracture Critical endorsement F, when applicable.
- B. The work is welded in conformance with AWS D1.1 at a permanent pipe manufacturing or fabrication facility that maintains a QC program that is independent from production.

For welding performed at such facilities, the inspection personnel or NDT firms may be employed or compensated by the facility performing the welding provided the facility maintains a QC program that is independent from production.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a prewelding meeting between the Engineer, the Contractor's QCM, and a representative from each entity performing welding or inspection for this project, shall be held to discuss the requirements for the WQCP.

The Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Caltrans Specifications, 2 copies of a separate WQCP for each subcontractor or supplier for each item of work for which welding is to be performed.

The Contractor shall allow the Engineer 15 days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

An amended WQCP or any addendum to the approved WQCP shall be submitted to, and approved in writing by the Engineer, for proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for revisions to the WQCP, including but not limited to a revised WPS; additional welders; changes in NDT firms, QC, or NDT personnel or procedures; or updated systems for tracking and identifying welds. The Engineer shall have 7 days to complete the review of the amended WQCP or addendum. Work affected by the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

Information regarding the contents, format, and organization of a WQCP, is available at the Transportation Laboratory and at:

<http://www.dot.ca.gov/hq/esc/Translab/OSM/smbresources.htm>

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of the approved documents. A copy of the Engineer approved document shall be available at each location where welding is to be performed.

A daily production log for welding shall be kept for each day that welding is performed. The log shall clearly indicate the locations of all welding. The log shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each QC Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 15 days following the performance of any welding:

- A. A daily production log.
- B. Reports of all visual weld inspections and NDT.
- C. Radiographs and radiographic reports, and other required NDT reports.
- D. A summary of welding and NDT activities that occurred during the reporting period.
- E. Reports of each application of heat straightening.
- F. A summarized log listing the rejected lengths of weld by welder, position, process, joint configuration, and piece number.
- G. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests and corrected all rejectable deficiencies, and that all repaired welds have been reexamined using the required NDT and found acceptable.

The following information shall be clearly written on the outside of radiographic envelopes: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers, report numbers, and station markers or views, as detailed in the WQCP. In addition, all interleaves shall have clearly written on them the part description and all included weld numbers and station markers or views, as detailed in the WQCP. A maximum of 2 pieces of film shall be used for each interleave.

Reports of all visual inspections and NDT shall be signed by the inspector or technician and submitted daily to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures. Reports of all NDT, whether specified, additional, or informational, performed by the Contractor shall be submitted to the Engineer.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for steel pipe piling, the Engineer shall be allowed 15 days to review the report and respond in writing after the complete Welding Report has been received. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover welds for which the Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover welds pending notification by the Engineer, and in the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

For steel pipe piling, including bar reinforcement in the piling, the Contractor shall allow the Engineer 2 business days to review the Welding Report and respond in writing after the required items have been received. No field welded steel pipe piling shall be installed, and no reinforcement in the piling shall be encased in concrete until the Engineer has approved the above requirements in writing.

In addition to the requirements in AWS D1.1 and AWS D1.5, second-time excavations of welds or base metal to repair unacceptable discontinuities, regardless of NDT method, and all repairs of cracks require prior approval of the Engineer.

The Engineer shall be notified immediately in writing when welding problems, deficiencies, base metal repairs, or any other type of repairs not submitted in the WQCP are discovered, and also of the proposed repair procedures to correct them. For requests to perform second-time repairs or repairs of cracks, the Contractor shall include an engineering evaluation of the proposed repair. The engineering evaluation, at a minimum, shall address the following:

- A. What is causing each defect?
- B. Why the repair will not degrade the material properties?
- C. What steps are being taken to prevent similar defects from happening again?

The Contractor shall allow the Engineer 7 days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for any resulting loss, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

The QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Caltrans Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans, the Caltrans Specifications, and these additional provisions.

52-1.11 PAYMENT. ADD the following:

Full compensation for conforming to the requirements of "Welding" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

SECTION 53 – SHOTCRETE

ADD:

53-1.025 COLORED SHOTCRETE

The lower and upper wall slope paving shall be integrally pigmented concrete. The color of both the upper and lower wall paving shall be chosen by the Artisan's in conformance with Federal Standard No. 595B. Artisan shall submit color samples matching existing rock formations for review and approval by the resident engineer and landscape architect.

Color pigments shall be of high quality iron oxides conforming to ASTM C 979. The dosage shall not exceed 10 percent by weight of cementitious material in the concrete mix design.

The Contractor shall submit technical data and manufacturer's specifications for colored concrete components and a proposed plan for mixing, delivery, placement, finishing, and curing of the colored concrete. This plan shall be submitted to the Engineer for approval at least 20 days prior to constructing the architectural texture test panel.

Cementitious materials and aggregates from the same sources used in the approved architectural texture test panel shall be used for the colored concrete in the finished work.

The Contractor shall monitor the water content, weight of cementitious materials, and size, weight, and color of aggregate to maintain consistency and accuracy of the mixed colored concrete. The Contractor shall schedule delivery of concrete to provide consistent mix times from batching until discharge. No water shall be added after a portion of the batch has been discharged.

When more than one concrete pump is used to place concrete, the Contractor shall designate the pumps to receive colored concrete. The designated pumps shall receive only colored concrete throughout the concrete placement operation.

Consistent finishing practices shall be used to ensure uniformity of texture and color.

Unless otherwise specified, curing of colored concrete shall be by the forms-in-place method or the curing compound method only and shall conform to Section 90-7.03, "Curing Structures," of the Caltrans Specifications and these additional provisions. The curing compound used for curing colored concrete surfaces shall be clear or match the color of the colored concrete and shall be manufactured specifically for colored concrete. Curing compounds containing calcium chloride shall not be used. The time between completing surface finishing and applying curing compound shall be the same for each colored concrete component.

Surrounding exposed surfaces shall be protected during placement, finishing, and curing operations of colored concrete.

ADD:

SECTION 60 – SOIL NAIL RETAINING WALL

ADD:

60-1.01 GENERAL

No excavation or drilling for installation of production soil nails will be permitted in any wall zone until stability testing and verification soil nail testing have been completed in that wall zone, and the test results have been approved by the Engineer.

Excavation for soil nail installation shall proceed from the top down in a staged lift sequence as shown on the approved wall earthwork working drawings.

The complete excavated face shall be cleaned of all loose materials, mud, rebound, and other materials that could prevent or reduce shotcrete bond to the excavated face and soil nails.

The Contractor shall remove all cobbles, boulders or portions of boulders, rubble, or debris that are encountered at the final wall alignment during wall face excavation and that protrude from the excavated face more than 2 inches into the design shotcrete thickness as shown on the plans. Such over excavation shall be backfilled with shotcrete.

The Contractor shall immediately notify the Engineer of the occurrence of raveling or local instability

of the final wall face excavation or a horizontal movement of the wall face exceeding 0.4 percent of the total excavated wall height.

Unstable areas shall be temporarily stabilized by means of buttressing the exposed excavation face with an earth berm or other methods approved in writing by the Engineer. Construction of the wall in unstable areas shall be suspended until remedial measures, submitted by the Contractor and approved by the Engineer, have been taken.

The Contractor shall protect installed soil nails during excavation and subsequent operations. Damaged soil nails shall be replaced by the Contractor, at the Contractor's expense.

The Contractor shall complete soil nail construction and application of shotcrete wall facing in conformance with the construction sequence in the approved wall earthwork working drawings.

Where the Contractor's excavation and installation methods result in a discontinuous wall along any soil nail row, the ends of the structurally completed wall section shall extend beyond the ends of the next lower excavation lift by a distance equal to twice the lift height. The Contractor shall maintain temporary slopes at the ends of each wall section to ensure slope stability.

No excavation shall proceed to the next underlying excavation lift until the portion of wall in the current excavation lift is structurally complete. A portion of soil nail wall shall be considered structurally complete when:

- A. Soil nail construction has been completed.
- B. Reinforced shotcrete facing has been constructed.
- C. Soil nail grout and shotcrete facing have been cured for at least 72 hours or have attained a minimum compressive strength of 4000 psi.
- D. The soil nail facing anchorage has been attached.
- E. The representative soil nail tests have been completed for that portion of wall.
- F. The soil nail test results have been approved in writing by the Engineer.

ADD:

60-1.02 MEASUREMENT AND PAYMENT

Excavation and backfill for soil nail wall construction will be measured and paid for as structure excavation (soil nail wall) and structure backfill (soil nail wall).

Full compensation for stability testing and furnishing, constructing, and removing working and stabilizing berms for soil nail wall construction shall be considered as included in the contract price paid per cubic yard for structure excavation (soil nail wall), and no additional compensation will be allowed therefore.

Full compensation for shotcrete used to fill voids created by the removal of cobbles and boulders or other obstructions shall be considered as included in the contract price paid per cubic yard for structure backfill and no additional compensation will be allowed therefore.

ADD:

60-2.01 SOIL NAIL ASSEMBLY MATERIALS

The materials specified below shall be used for construction of soil nail assemblies and test soil nails.

Bar reinforcement for soil nails shall conform to the provisions for bar reinforcement in Section 52,

"Reinforcement," of the Caltrans Specifications. When Grade 60 soil nails are shown on the plans, the bar reinforcement shall also conform to the requirements in ASTM Designation: A 615/A 615M or A 706/A 706M. When Grade 75 soil nails are shown on the plans, the bar reinforcement shall also conform to the requirements in ASTM Designation: A 615/A 615M. The soil nail shall be a reinforcing bar encapsulated full length in a grouted corrugated plastic sheathing. The bar shall be centered in the sheathing and the space between the sheathing and the bar shall be filled with grout.

Soil nails shall be lengthened or additional soil nails shall be installed if ordered by the Engineer. The lengthening or addition of soil nails, if ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Caltrans Specifications.

Bar reinforcement for soil nails shall have a minimum length of 6 inches of thread on the anchorage end. Threading may be continuous spiral deformed ribbing provided by the bar deformations or may be cut into a reinforcing bar. If threads are cut into a reinforcing bar, the bar size shall be the next larger bar designation number from that shown on the plans and coarse threads shall be used. The epoxy coating at the anchorage end of epoxy-coated bars may be omitted for a maximum length of 6 inches. Metal surfaces of assembled splices of epoxy-coated bars shall be epoxy coated.

Corrugated plastic sheathing shall be either polyvinyl chloride (PVC) or high-density polyethylene (HDPE). The minimum sheathing wall thickness shall be 25 mils.

HDPE shall have a density between 0.940 and 0.960 grams per cubic centimeter when measured in conformance with the requirements in ASTM Designation: D 792, Test Method A.

The sheathing shall have sufficient strength to prevent damage during construction operations and shall be watertight, chemically stable without embrittlement or softening, and nonreactive with concrete.

Splicing of soil nails shall be made only at the locations shown in the approved working drawings or at ends of soil nails that the Engineer has ordered to be lengthened.

Bar reinforcement for verification and proof test soil nails shall conform to the provisions for bar reinforcement in Section 52, "Reinforcement," of the Caltrans Specifications and shall be of a size and grade determined by the Contractor. Test soil nail bars shall be not smaller than the production soil nails they represent.

Verification and proof test soil nails shall be lengthened if ordered by the Engineer. The lengthening of test soil nails, if ordered by the Engineer, will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Caltrans Specifications.

Bar reinforcement for verification and proof test soil nails need not be epoxy coated or encapsulated in grouted plastic sheathing. Splicing of test soil nails shall be made only at locations outside of the bonded length.

Anchorage for soil nails shall conform to the details shown on the plans and the provisions in Section 75-1.02, "Miscellaneous Iron and Steel," of the Caltrans Specifications, except that nuts, washers, wedges, and bearing plates to be fully encased in concrete, grout, or shotcrete need not be galvanized. Concrete anchors on bearing plates shall conform to the provisions for stud connectors in Section 55-2, "Materials," of the Caltrans Specifications.

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Caltrans Specifications. California Test 541 will not be required nor will the grout be required to pass through a screen with a 0.07-inch maximum clear opening prior to being introduced into the grout pump. Fine aggregate may be added to the grout mixture of cement and water in drilled holes 6 inches or greater in diameter, but only to the extent that the cement content of the grout is not less than 930 pounds per

cubic yard of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Caltrans Specifications. Grout with fine aggregate shall have a nominal penetration equal to or greater than 90 mm when measured in conformance with California Test 533 and shall have an air content of equal to or less than 2 percent when measured in conformance with California Test 504. Air-entraining admixtures shall not be used for grout with fine aggregate.

The consistency of grout with fine aggregate shall be verified prior to use by producing a batch to be tested. The test batch shall be produced and delivered to the project under conditions and in time periods similar to those expected during the placement of grout in the soil nails. Grout for the test batch shall be placed in an excavated hole or suitable container of adequate size to allow testing in conformance with California Test 533. The test batch shall demonstrate that the proposed grout mix achieves the specified nominal penetration. Upon completion of the testing, the grout shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Specifications.

ADD:

60-3.01 Soil Nail Wall Earthwork

This work shall consist of stability testing, excavating for soil nail wall construction, and backfilling around completed soil nail walls in conformance with the details shown on the plans, the provisions in Section 19-3, "Structure Excavation and Backfill," of the Caltrans Specifications, and these additional provisions.

ADD:

60-4.01 Soil Nail and Verification Nail Installation

No excavation or drilling for the installation of production or proof soil nails will be permitted in any wall zone until stability testing and verification soil nail testing have been completed in that wall zone and the test results have been approved by the Engineer.

Difficult soil nail assembly construction is anticipated due to caving soils, cobbles and boulders.

The Engineer shall be present during drilling, installation, grouting, and testing for verification soil nails.

The Contractor shall determine the required drilled hole diameter and installation method to achieve the soil nail pullout resistance values specified on the plans.

Drilling equipment shall be designed to drill straight and clean holes. The drilling method and the size and capability of the drilling equipment shall be as approved in the working drawings.

At locations where caving conditions are anticipated, sufficient casing and auger lengths shall be available on site to maintain uninterrupted installation of anchors.

At locations where hard drilling conditions such as rock, cobbles, boulders, or obstructions are anticipated, a down hole pneumatic hammer drill rig and drill bit shall be available on site to drill holes for soil nails.

Drilled holes for walls shall not extend beyond the right-of-way or easement limits as shown on the plans or as specified in these special provisions.

Holes shall be drilled in the existing foundation materials. Holes for verification and proof soil nails shall be of the same diameter as those for the production soil nails they represent.

Holes shall be cleaned to remove material resulting from drilling operations. Water for cleaning holes shall not be used unless approved in writing by the Engineer. Soil nails shall not be installed in the drilled holes until the holes have been inspected by the Engineer.

Soil nails shall be installed in drilled holes in an expeditious manner so that caving or deterioration of the drilled holes does not occur.

Centralizers shall be used during installation to support the soil nail in the center of the drilled hole. Centralizers shall be spaced at a maximum of 7.5 feet on center along the length of the bar, and 18 inches from the end of the bar.

Where the soil nail cannot be completely inserted, the Contractor shall remove the bar and clean or redrill the hole to permit unobstructed installation. Partially installed bars shall not be driven or forced into the drilled hole and will be rejected. When open-hole drilling methods are being used, the Contractor shall have hole cleaning tools on site suitable for cleaning drilled holes along their full length just prior to bar insertion and grouting.

The Contractor may install verification soil nails through the existing slope face, drill platform work bench, stabilization berm, stability test exposed face, or into slot cuts made for the lift in which the verification soil nails are located. Slot cuts shall only be large enough to accommodate the drill and test setup equipment. The verification test nails shall be installed within the limits of each wall test zone or within the limits of the 20-foot excavated stability test face, and shall be at least 10 feet apart.

The length of drilled hole shall be verified and recorded by the Contractor before grouting.

The Contractor shall grout the drilled hole after installation of the soil nail. Grout shall be injected at the low end of the drilled hole and shall fill the drilled hole with a dense grout free of voids or inclusion of foreign material. The Contractor shall completely grout the drilled hole in one continuous operation. Cold joints shall not be used in grout placement.

Only the bonded length of test soil nails shall be grouted.

Soil nails shall be installed and grouted in the same work shift as the drilling operation.

Any remaining void at the exterior end of the drilled hole shall be filled with shotcrete, and the soil nail secured at the face of the shotcrete. The steel bearing plate shall be seated with full bearing on the shotcrete surface, and the nut for the soil nail shall be hand tightened before the initial set of the shotcrete. The nut shall be made wrench tight after the shotcrete has set for 24 hours unless a shorter time is approved by the Engineer.

After placing grout, soil nails shall remain undisturbed for the cure time stated in the approved soil nail working drawings.

The Contractor shall construct verification soil nails using the same equipment, methods, nail inclination, and drill hole diameter as to be used for production soil nails.

ADD:

60-4.02 Verification Nail

Testing

The Contractor shall perform load testing of verification and proof soil nails to verify the Contractor's soil nail installation methods and pullout resistance. Load testing shall consist of incrementally loading the soil nail until either the maximum test load has been held for the specified duration or a pullout failure has occurred. Production soil nails shall be represented by proof soil nails within a given wall zone.

The Contractor shall monitor and record total movement of the test soil nail relative to the grout during application of the test load.

Test loads shall be applied using a hydraulic jack supported by a reaction frame capable of supporting the test equipment without excessive deformation. Test loads shall be maintained within 5 percent of the intended load throughout hold periods. Applied test loads shall be determined by using either a calibrated pressure gage or a load cell. Movements of the soil nail head shall be measured using a gage capable of measuring to 0.001 inch and recorded to the nearest 0.001 inch at each increment of load, including the ending alignment load, during the load tests. The gage shall have sufficient capacity to allow the test to be completed without resetting the gage during testing. Unloading and repositioning of test equipment during testing will not be allowed.

The pressure gage shall be graduated in 100 psi increments or less, and shall have an accurately reading dial at least 6 inches in diameter. Each jack and its gage shall be calibrated as a unit with the cylinder extension in the approximate position that it will have at final jacking force, and shall be accompanied by a certified calibration chart. Each jack and pressure gage assembly shall be calibrated in conformance with the provisions for jacks used to stress tendons permanently anchored at greater than 25 percent of ultimate tensile strength in Section 50-1.08, "Prestressing," of the Caltrans Specifications. The load cell shall be calibrated and shall be provided with an indicator capable of measuring the test load in the soil nail. The range of the load cell shall be such that the lower 10 percent of the manufacturer's rated capacity will not be used in determining the jacking force.

The test load may be verified by State forces with State-furnished operated in conformance with the requirements of California Test 677. The Contractor shall provide sufficient labor, equipment, and material to install and support such testing equipment at the soil nails and to remove the testing equipment after the testing is complete, as ordered by the Engineer.

The Contractor shall furnish to the Engineer complete results for each soil nail tested. Data for each test shall list key personnel, test loading equipment, soil nail location, hole diameter and depth, bonded length, type of soil, method of drilling, and amount of ground water encountered within the bonded length. Test data shall also include the dates and times of drilling, soil nail installation, grouting, and testing. The test load and amount of displacement shall be included in the test data when any displacement of the soil nail relative to a fixed reference point occurs.

The test load T shall be determined by the following equation:

$$T = L_B \times Q_d$$

Where:

L_B = soil nail bonded length (ft), not less than 10 feet

Q_d = design pullout resistance (pounds/linear foot), as shown on the plans.

The Contractor shall perform load testing on verification soil nails in the presence of the Engineer. Two verification soil nails shall be installed and tested for each soil nail wall zone listed. Installation and testing of verification soil nails may be performed during stability testing.

The verification test procedure shall conform to the following:

- A. The test shall be conducted by measuring and recording the test load applied to the verification soil nail and the movement of the soil nail head at each load listed in the following loading schedule.

VERIFICATION TEST	
TEST LOAD	HOLD TIME
AL (0.10T)	Until Stable
0.20T	2 minutes
0.40T	2 minutes
0.60T	2 minutes
0.80T	2 minutes
1.00T (Creep Test)	60 minutes
1.25T	2 minutes
1.50T (Maximum Test Load)	10 minutes
AL	Until Stable
T = Test load as determined by Contractor	
AL = Alignment load = 0.10T	

- B. Each increment of load shall be applied in less than one minute and held for at least one minute but not more than 2 minutes, except that the creep test load shall be held for 60 minutes. During the creep test, the movement of the soil nail head shall be measured at 1, 2, 3, 4, 5, 6, 10, 20, 30, 40, 50, and 60 minutes. The observation period for the 60-minute load shall start when the pump begins to apply the increment of load from 0.80T to 1.00T.
- C. If the movement measured between 6 minutes and 60 minutes at 1.00T is less than 0.08 inch, the load shall continue to be increased incrementally to 1.50T, then reduced to the ending alignment load.
- D. If the movement measured between 6 minutes and 60 minutes is 0.08 inch or greater, the load shall be reduced to the ending alignment load.

The Contractor shall perform load testing on proof soil nails at locations shown on the plans in the presence of the Engineer. In addition to proof soil nails designated on the plans, the Engineer will instruct the Contractor to install and test 6 additional proof soil nails at locations to be determined by the Engineer.

Proof soil nail testing shall be performed against a temporary bearing yoke that bears directly on the shotcrete facing. Test loads transmitted through the temporary bearing yoke shall not fracture the shotcrete or cause displacement or sloughing of the soil surrounding the drilled hole.

The proof test procedure shall conform to the following:

- A. The proof test shall be conducted by measuring and recording the test load applied to the soil nail and the movement of the soil nail head at each load listed in the following loading schedule.

PROOF TEST	
TEST LOAD	HOLD TIME
AL (0.10T)	Until Stable
0.20T	2 minutes
0.40T	2 minutes
0.60T	2 minutes
0.80T	2 minutes
1.00T (Creep Test)	10 minutes
1.25T*	2 minutes
1.50T*	2 minutes
AL	Until stable
T = Test load as determined by Contractor	
AL = Alignment load = 0.10T	
* Loads for supplemental load testing only	

- B. Each increment of load shall be applied in less than one minute and held for at least 2 minutes, except that the creep test load shall be held for 10 minutes. During the creep test, the movement of the soil nail head shall be measured and recorded at 1, 2, 3, 4, 5, 6, and

10 minutes. The observation period for the 10-minute load hold shall start when the pump begins to apply the increment of load from 0.80T to 1.00T.

- C. If the load of 1.00T cannot be maintained with 0.08 inch or less of measured movement between one minute and 10 minutes, the 1.00T load shall be maintained for an additional 50 minutes. Soil nail head movement shall be measured at 20, 30, 50, and 60 minutes. A creep curve showing the movement between 6 minutes and 60 minutes shall be plotted as a function of the logarithm of time.
- D. The load shall be reduced to the ending alignment load after creep testing is completed.

Soil nails shall be unloaded only after completion of testing.

A soil nail test will be considered acceptable when:

- E. For verification tests, a total creep movement of less than 0.08 inch is measured between 6 minutes and 60 minutes of creep testing and the creep rate is linear or decreasing in time logarithmic scale between the one-minute and 60-minute readings.
- F. For proof tests, (1) a total creep movement of 0.08 inch or less is measured between one minute and 10 minutes of creep testing or (2) a creep movement of less than 0.08 inch is measured between 6 minutes and 60 minutes and the creep rate is linear or decreasing in time logarithmic scale between the 6-minute and 60-minute readings.
- G. The total measured movement at the maximum test load less the measured movement at the final alignment load exceeds 80 percent of the theoretical elastic elongation of the soil nail unbonded length.
- H. A pullout failure of the soil nail does not occur. A pullout failure has occurred when attempts to increase the test load result in movement of the soil nail relative to a fixed reference point without an increase in load. The pullout failure load shall be recorded as part of the test data.

The Engineer will select up to one-half of proof test nails for supplemental load testing. Only those proof nails exhibiting a creep movement of less than 0.08 inch in 10 minutes will be considered for supplemental testing. Supplemental testing shall be performed immediately following creep testing. Soil nails selected for supplemental testing shall be tested to the loads and for the durations specified in these special provisions. The test load and movement of the soil nail head shall be recorded, and the results included in the soil nail test data.

Verification soil nails that fail to meet acceptance criteria will be rejected. The Contractor shall submit revised working drawings for additional verification soil nails.

The Engineer will determine the cause of failure for each rejected verification test nail. Installation methods, if determined to be the cause of failure, will be rejected and the Contractor shall include proposed alternative installation methods in the revised working drawings. The Contractor, at the Contractor's expense, shall install additional verification soil nails at the direction of the Engineer until acceptance criteria are met. If the Engineer revises soil nail lengths or nominal pullout resistance values, the replacement verification test nails will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Caltrans Specifications.

The Contractor shall log horizontal borings for additional verification soil nails and submit a test boring report to the Engineer. The soil and rock classification shall conform to the "Soil and Rock Logging Classification Manual: Field Manual" published by the Department. The test boring report shall be signed by a geologist or engineer who is registered as a Geologist or Civil Engineer in the

State of California. The logging manual can be obtained by contacting the Transportation Laboratory and is available at:

<http://www.dot.ca.gov/hq/esc/geotech/request.htm>

The test boring report shall include the following:

- A. Summary of drilling methods, drilling equipment, drill platforms, and any drilling difficulties encountered.
- B. Location map of the surveyed position of the new test borings relative to existing and proposed facilities (in California Coordinate System and bridge stationing).
- C. Bore hole survey notes.
- D. Depth increments of borings.
- E. Soil and rock classifications and descriptions.
- F. Photographs of cuttings.
- G. Copies of original daily drilling notes, including dates and weather conditions.

Logging of horizontal test borings and submittal of the test boring report will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Caltrans Specifications.

Production soil nails represented by proof soil nails that fail to meet acceptance criteria, except those represented by proof soil nails selected for supplemental load testing, will be rejected. The Contractor shall propose alternative installation methods, revise production soil nails, or modify the soil nail plan to the satisfaction of the Engineer. The Contractor shall submit revised working drawings for replacement soil nails. Additional proof test soil nails, production soil nails, installation, and testing, including revised working drawings, shall be at the Contractor's expense.

Verification and proof soil nails shall be removed to 6 inches behind the front face of the shotcrete after testing has been completed, and the void filled with grout.

Verification and proof soil nails shall be extracted when requested by the Engineer, and the void filled with grout.

ADD:

60-4.03 Measurement and Payment

Soil nail assembly will be measured and paid for by the linear foot. The length to be paid for will be the length of soil nail assembly or test soil nail measured along the bar centerline from the back face of shotcrete to the tip end shown on the plans or ordered in writing by the Engineer.

The contract price paid per linear foot for soil nail assembly shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soil nail assemblies, complete in place, as shown on the plans, as specified in the Caltrans Specifications and these additional provisions, and as directed by the Engineer.

Verification and proof test soil nails will be paid for as soil nail assembly.

Full compensation for load testing and extracting verification and proof test soil nails shall be considered as included in the contract price paid per linear foot for soil nail assembly, and no separate payment will be made therefore.

Full compensation for furnishing, installing, and removing casing shall be considered as included in the contract price paid per linear foot for soil nail assembly, and no additional compensation will be allowed therefore.

The quantities of trial batch grout will not be included in any contract item of work, and full compensation for furnishing, producing, and disposing of trial batches shall be considered as included in the contract price paid per linear foot for soil nail assembly, and no additional compensation will be allowed therefore.

Payment for proof soil nails that fail supplemental testing will be reduced by \$1.00 per linear foot of proof soil nail assembly.

ADD:

60-6.01 ARCHITECTURAL TEXTURE GENERAL

Architectural textures for concrete surfaces shall conform to the details shown on the plans and the provisions in Section 51, "Concrete Structures," of the Caltrans Specifications and these additional provisions.

Architectural textures listed below are required at concrete surfaces shown on the plans:

- A. Fractured rib texture
- B. Ripped texture (reinforcing bar)
- C. Ripped texture (rope)
- D. Ripped texture (wire mesh)
- E. Scored texture
- F. Chipped texture
- G. Heavy blast texture
- H. Formed relief texture

The fractured rib texture shall be an architectural texture simulating the appearance of straight ribs of concrete with a fractured concrete texture imparted to the raised surface between the ribs. Grooves between ribs shall be continuous with no apparent curves or discontinuities. Variation of the groove from straightness shall not exceed 1/4 inch for each 10 feet of groove. The architectural texture shall have random shadow patterns. Broken concrete at adjoining ribs and groups of ribs shall have a random pattern. The architectural texture shall not have secondary patterns imparted by shadows or repetitive fractured surfaces.

The ripped texture (reinforcing bar) shall be an architectural texture simulating the appearance of concrete from which embedded reinforcing steel bars together with adhering concrete have been ripped from the concrete. Bar imprints in the concrete surface shall be from either No. 5 or No. 6 deformed reinforcing steel bars. Imprints shall be continuous with no apparent curves or discontinuities. The spacing of imprints shall be such that a fractured concrete texture is imparted to the entire surface between imprints, yet far enough apart to make the fractured concrete the predominate texture. Surfaces between imprints that do not exhibit the fractured concrete texture shall be textured with a suitable tool. The architectural texture shall have random shadow patterns. Broken concrete between imprints and between groups of imprints shall impart a random pattern to the concrete surface. The architectural texture shall not have secondary patterns imparted by shadows or repetitive fractured surfaces.

The ripped texture (rope) shall be an architectural texture simulating the appearance of concrete from which vertically oriented embedded rope together with adhering concrete has been ripped from the concrete. Rope imprints shall be from 3/4-inch diameter hemp, nylon or polypropylene twisted rope. Only one type of rope shall be used for the entire architectural texture. The spacing of imprints shall be such that a fractured concrete texture is imparted to the entire surface between imprints, yet far enough apart to make the fractured concrete the predominate texture. Surfaces between imprints that do not exhibit the fractured concrete texture shall be textured with a suitable tool. The architectural texture shall have random shadow patterns. Broken concrete between imprints and between groups of imprints shall impart a random pattern to the concrete surface. The architectural texture shall not have secondary patterns imparted by shadows or repetitive fractured surfaces.

The ripped texture (wire fabric) shall be an architectural texture simulating the appearance of concrete from which expanded metal mesh fabric embedded below the formed surface has been ripped from the concrete. The embedment shall be a uniform distance not less than 1/2 inch. The size of openings shall be such that a fractured concrete texture with an amplitude of approximately 1/2 inch is imparted to the entire surface between imprints of the fabric. Surfaces between imprints that do not exhibit the fractured concrete texture shall be textured with a suitable tool. The architectural texture shall have random shadow patterns. Broken concrete shall impart a random pattern to the architectural texture. The architectural texture shall not have secondary patterns imparted by shadows or repetitive fractured surfaces.

The scored texture shall be a scored architectural texture made of deep striations simulating a concrete surface formed with wooden surfaces having vertically oriented, magnified grain that is very deeply weathered. Striations shall impart a random pattern to the texture.

The chipped texture shall be an architectural texture with a chipped texture on approximately three quarters of the surface area and a smooth, formed surface on the remaining one quarter of the surface area. The chipped texture shall be a tooled surface in a random pattern to a depth of about 3/8 inch, but not to exceed 5/8 inch, exposing a fractured concrete texture in the chipped areas. The formed areas shall be in a random pattern.

The heavy abrasive blast texture shall be an architectural texture accomplished by abrasive blasting the surface of the concrete to produce a generally uniform color and sandy texture with air and water bubbles in the concrete partially exposed.

The architectural texture shall simulate a formed relief constructed to the dimensions and shapes shown on the plans. Corners at the intersection of plane surfaces shall be sharp and crisp without easing or rounding. A Class 1 surface finish shall be applied to the architectural texture.

ADD:

60-6.02 TEST PANEL

A test panel at least 4' x 6' in size shall be successfully completed at a location approved by the Engineer before beginning work on architectural textures. The test panel shall be constructed and finished with the materials, tools, equipment, and methods to be used in constructing the architectural texture. If ordered by the Engineer, additional test panels shall be constructed and finished until the specified finish, texture, and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer shall be used as the standard of comparison in determining acceptability of architectural texture for concrete-surfaces.

ADD:

60-6.03 FORM LINERS

Form liners shall be used for textured concrete surfaces and shall be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners shall be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of formliner material will be allowed. Form liners shall leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns shall be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations shall be reworked to remove such patterns as approved by the Engineer or the concrete shall be replaced.

Form liners shall have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (psi)	D 412	130 to 900
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (psi)	D 2370	2600 minimum

Cuts and tears in form liners shall be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form shall not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason shall not be used.

Form liners shall extend the full length of texturing with transverse joints at 8 foot minimum spacing. Small pieces of form liners shall not be used. Grooves shall be aligned straight and true. Grooves shall match at joints between form liners. Joints in the direction of grooves in grooved patterns shall be located only in the depressed portion of the textured concrete. Adjoining liners shall be butted

together without distortion, open cracks, or offsets at the joints. Joints between liners shall be cleaned before each use to remove any mortar in the joint.

Adhesives shall be compatible with the form liner material and with concrete. Adhesives shall be approved by the liner manufacturer. Adhesives shall not cause swelling of the liner material.

ADD:

60-6.04 RELEASING FORM LINERS

Products and application procedures for form release agents shall be approved by the form liner manufacturer. Release agents shall not cause swelling of the liner material or delamination from the forms. Release agents shall not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method shall include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent shall coat the liner with a thin film. Following application of form release agent, the liner surfaces shall be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner shall be removed at least every 5 uses.

Form liners shall release without leaving particles or pieces of liner material on the concrete and without pulling or breaking concrete from the textured surface. The concrete surfaces exposed by removing forms shall be protected from damage.

ADD:

60-6.05 ABRASIVE BLASTING

The architectural texture shall be abrasive blasted with fine abrasive to remove the sheen without exposing coarse aggregate.

ADD:

60-6.06 CURING

Concrete surfaces with architectural texture shall be cured only by the forms-in-place or water methods. Seals and curing compounds shall not be used.

ADD:

60-6.07 MEASUREMENT AND PAYMENT

Architectural texture will be measured and paid for by the square foot.

The contract price paid per square foot for architectural texture of the types listed in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in architectural texture, complete in place, including test panels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

ADD:

60-7.01 SHOTCRETE

Shotcrete shall conform to the specifications in Section 51, "Concrete Structures," and Section 53, "Shotcrete," of the Caltrans Specifications and these additional provisions.

Shotcrete shall completely encase reinforcement and other obstructions shown on the plans.

Attention is directed to the section, "Order of Work," in these additional provisions regarding furnishing preconstruction shotcrete test panels.

Except for finish coats, shotcrete shall be applied by the wet-mix process only.

Finish coats, applied by the dry-mix process, may be used only when approved by the Engineer.

Shotcrete shall have a minimum compressive strength of 4000 psi at 28 days. No shotcrete work shall be performed before verification by the Engineer of the required compressive strength.

Splicing of reinforcing bars No. 7 or larger in shotcrete shall be by butt splicing only.

The Contractor shall be responsible for obtaining and testing all required preconstruction and production test cores. Coring and testing shall be performed in the presence of the Engineer. The Engineer shall be notified a minimum of 24 hours before the Contractor performs any coring or testing.

All cores shall be obtained and tested for compressive strength in conformance with the specifications in ASTM Designation: C 42/C 42M. Cores used for determining compressive strength shall be free of bar reinforcement or other obstructions. The testing shall be performed at an independent testing facility approved by the Engineer. A copy of the test results shall be furnished to the Engineer within 5 days following completion of testing. Test cylinders specified in Section 90-9 "Compressive Strength" of the Caltrans Specifications will not be required for shotcrete.

All test panels shall become the property of the Contractor and shall be disposed of in conformance with the specifications in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Specifications.

ADD:

60-7.02 PRECONSTRUCTION REQUIREMENTS

Before performing shotcrete work, the Contractor shall construct at least 2 preconstruction shotcrete test panels for each mixture being considered.

The nozzleperson shall have a minimum of 3000 hours experience as a nozzleperson on projects with a similar application.

At least 15 days before constructing any shotcrete test panels, the Contractor shall submit, in conformance with specifications in Section 5-1.02, "Plans and Working Drawings," of the Caltrans Specifications, a Quality Control Plan (QCP) for the proposed method of shotcrete placement. The plan shall include:

1. The number and qualifications of nozzlepersons available to place shotcrete, the number of nozzlepersons on the project site at any time during the shotcrete placement, description of their work schedule, and the procedures for avoiding fatigue of any nozzleperson.
2. The proposed method of placing shotcrete, including, but not limited to, application rates, details of any proposed construction joints and their locations, and methods for achieving the required thickness and surface finish.
3. The procedure for curing shotcrete surfaces.
4. The description of a debris containment system, to be used during the cleaning of bar reinforcing steel and concrete and placing of shotcrete, as required to provide for public safety.

The Engineer shall have 15 days to review and approve the QCP submittal after a complete plan has been received. No construction of shotcrete test panels shall be performed until the QCP is approved by the Engineer. Should the Engineer fail to complete the review within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in approving the QCP, the delay will be considered a right of way delay in

conformance with the specifications in Section 8-1.09, "Right of Way Delays," of the Caltrans Specifications.

Preconstruction shotcrete test panels shall be constructed by the nozzlepersons and application crew scheduled to do the work, using equipment, materials, mixing proportions, ambient temperatures and procedures proposed for the work. The preconstruction shotcrete test panels shall conform to the following:

1. One shotcrete test panel, of the size determined by the Contractor, shall be unreinforced and shall have 3 cores taken from it and tested for compressive strength. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. The test panel shall be identified and submitted to the Engineer with the test results including a description of the mixture, proportions, and ambient temperature.
2. One shotcrete test panel shall have the same (1) thickness, (2) bar size and quantity of bar reinforcement or other obstructions, and (3) positioning of bar reinforcement or obstructions as the most heavily reinforced section of shotcrete to be placed. The test panel shall be square with the length of the sides equal to at least 3 times the thickness of the most heavily reinforced section of shotcrete to be placed, but not less than 30 inches. After a minimum 7 days of cure, the test panel shall be broken by the Contractor, in the presence of the Engineer, into pieces no larger than 10 inches in greatest dimension. The surfaces of the broken pieces shall be dense and free of laminations and sand pockets, and shall verify the bar reinforcement or other obstructions are completely encased.
3. Both test panels shall be cured under conditions similar to the actual work.
4. At the option of the Contractor, cores to be used for determining the compressive strength may be taken from the reinforced test panel described above instead of making a separate unreinforced test panel as described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring or contains bar reinforcement or other obstructions, the core shall be discarded and the compressive strength shall be the average strength of the remaining cores. If cores are taken from the reinforced test panel, the panel shall not be broken into pieces, as described above, until it has cured for a minimum of 14 days.

ADD:

60-7.03 PLACING

An air blowpipe shall be used during shotcrete placement to remove rebound, overspray, and other debris from the areas to receive shotcrete.

Construction joints shall be tapered and shall conform to the specifications in Sections 51-1.13, "Bonding," of the Caltrans Specifications.

All overspray and rebound shall be removed before final set and before placement of shotcrete on adjacent surfaces.

Rebound or any other material which has already exited the nozzle shall not be reused.

Shotcrete shall be cured in conformance with the specifications in Section 90-7.03, "Curing Structures," of the Caltrans Specifications.

When a finish coat is to be used, all loose, uneven or excess material, glaze, and rebound shall be removed by brooming, scraping, or other means and the surface left scarified. Surface deposits which

take a final set shall be removed by abrasive blasting. Before placing the finish coat, the receiving surface shall be washed down with an air-water blast.

Shotcrete extending into the space shown on the plans for cast-in-place concrete shall be removed.

ADD:

60-7.04 TESTING AND ACCEPTANCE

At least 3 production shotcrete test cores shall be taken from each 300 square feet or portion thereof of shotcrete placed each day. The cores shall be 3 inches in diameter. The location where cores are to be taken will be designated by the Engineer. Test cores shall be identified by the Contractor, and a description of the core location and mixture, including proportions, shall be submitted to the Engineer with the test cores, immediately after coring. Cored holes shall be filled with mortar in conformance with the specifications in Section 51-1.135, "Mortar," of the Caltrans Specifications.

Upon receipt of the cores, the Engineer will perform a visual examination to determine acceptance, as described below. Within 48 hours after receipt, the Engineer will return the cores to the Contractor for compressive strength testing.

The compressive strength test shall be performed using the shotcrete production test cores described above. The compressive strength shall be the average strength of the 3 cores, except that, if any core should show evidence of improper coring, the core shall be discarded, and the compressive strength shall be the average strength of the remaining cores.

The basis of acceptance for production shotcrete test cores shall be (1) that the core is dense and free of laminations and sand pockets, and shows the reinforcement or other obstructions are completely encased and (2) the same as specified for test cylinders in the 4th and 5th paragraphs of Section 90-9.01, "General," of the Caltrans Specifications.

If any production test core shows signs of defective shotcrete as described in (1) above, the shotcrete represented by that test core will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the shotcrete placed in the work are acceptable.

The surface finish of the shotcrete shall conform to the specifications in Section 51-1.18, "Surface Finishes," of the Caltrans Specifications.

ADD:

60-7.05 MEASUREMENT AND PAYMENT

Full compensation for the Quality Control Plan, constructing and breaking test panels, furnishing and testing cores and patching cored holes shall be considered as included in the contract price paid per cubic yard for shotcrete, and no additional compensation will be allowed therefore.

Bar reinforcement in shotcrete will be paid for as included in the contract price paid per cubic yard for shotcrete, and no additional compensation will be allowed therefore.

Full compensation for colored concrete shall be considered as included in the contract price paid per cubic yard for Structure Concrete, Retaining Wall, and no separate payment will be made therefore.

SECTION 72 – SLOPE PROTECTION

72-6.04 SLOPE PAVING – ADD the following:

Upper wall slopes, where shown on the plans, shall be paved in conformance with the provisions in Section 72-6, "Slope Paving," of the Caltrans Specifications and these additional provisions, except concrete strength shall be designated by strength as shown on the plans.

The slope paving shall be colored in conformance with the provisions in Section 72-6.03, "Materials," of the Caltrans Specifications.

The color of the slope paving shall be chosen by the Artisan's in conformance with Federal Standard No. 595B. Artisan shall submit color samples matching existing rock formations for review and approval by the resident engineer and landscape architect.

The location of construction joints shall be subject to the approval of the Engineer. Placement of slope paving shall be scheduled so that the work, including placement, finishing, and application of curing, is completed in any section bounded by permissible construction joints on the same day that the work is started in that section.

Prior to placing the permanent slope paving, the Contractor shall construct a test panel at least 4' x 6' at the site for approval by the Engineer. The test panel shall be constructed of the same materials as are proposed for the permanent work and shall be finished and cured as specified for the permanent work. Additional test panels shall be constructed as necessary until a panel is produced which conforms to the requirements herein, before constructing other slope paving.

72-6.06 MEASUREMENT AND PAYMENT – DELETE and SUBSTITUTE the following:

The contract price paid per cubic yard for slope paving (concrete) shall include full compensation for furnishing all labor, materials (including bar reinforcing steel) tools, equipment and incidentals, and for doing all the work involved in constructing the slope paving, complete in place (including excavation and backfill), as shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the engineer. Full compensation for colored concrete shall be considered as included in the contract price paid per cubic yard for Slope Paving, and no separate payment will be made therefore.

SECTION 83 – RAILINGS AND BARRIERS

ADD:

83-1.015 CABLE RAIL FENCE

Cable rail fence shall conform to the provisions in Section 83-1, "Railings," of the Caltrans Specifications and these additional provisions.

The cable rail fence shall be 9-gage (0.148-inch diameter), Type IV, Class B, bonded vinyl coated fabric, conforming to the requirements in AASHTO Designation: M 181.

The strength of the bond between the coating material and steel of the bonded vinyl coated chain link fabric shall be equal to or greater than the cohesive strength of the polyvinyl chloride (PVC) coating material.

The contract prices paid per linear foot for cable rail fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing the railings, complete in place, including, but not limited to, excavation, backfill and

disposal of surplus material, concrete and reinforcing steel, as shown on the plans and no separate payment will be made therefore.

SECTION 90 – PORTLAND CEMENT CONCRETE

ADD:

90-1.02 STRENGTH DEVELOPMENT TIME

The time allowed to obtain the minimum required compressive strength as specified in Section 90-1.01, "Description," of the Caltrans Specifications will be 56 days when the Contractor chooses cementitious material that satisfies the following equation:

$$\frac{(41 \times UF) + (19 \times F) + (11 \times SL)}{TC} \geq 7.0$$

Where:

- F = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N, including the amount in blended cement, pounds per cubic yard. F is equivalent to either FA or FB as defined in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Caltrans Specifications
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard
- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard
- TC = Total amount of cementitious material used, pounds per cubic yard

For concrete satisfying the equation above, the Contractor shall test for the modulus of rupture or compressive strength specified for the concrete involved, at least once every 500 cubic yards, at 28, 42, and 56 days. The Contractor shall submit test results to the Engineer and the Transportation Laboratory, Attention: Office of Concrete Materials.

ADD:

90-2.015 SUPPLEMENTARY CEMENTITIOUS MATERIALS

The Contractor may use rice hull ash as a supplementary cementitious material (SCM) to make minor concrete. Rice hull ash shall conform to the requirements in AASHTO Designation: M 321 and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO ₂) ^a	90 min.
Loss on ignition	5.0 max.
Total Alkalies (as Na ₂ O) equivalent	3.0 max.

Physical Requirements	Percent
Particle size distribution	
Less than 45 microns	95
Less than 10 microns	50
Strength Activity Index with portland cement ^b	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567 ^c	0.10 max.
Surface Area when testing by nitrogen adsorption in conformance with ASTM D 5604	40.0 m ² /g min.

Notes:

^a A maximum of 1.0% of the SiO₂ may exist in crystalline form.

^b When tested in conformance with the requirements for strength activity testing of silica fume in AASHTO Designation: M 307

^c In the test mix, Type II or Type V portland cement shall be replaced with at least 12% RHA by weight.

Rice hull ash will be considered as a Type UF SCM for the purposes of calculating cementitious material requirements in Section 90-2.01C, "Required Use of Supplementary Cementitious Materials," of the Caltrans Specifications and these additional provisions.

ADD:

90-4.065 CEMENTITIOUS MATERIAL AND AIR-ENTRAINING ADMIXTURES

Except for concrete listed below, all concrete that is designated as Class 2 and all concrete for use in structures shall contain not less than 630 pounds of cementitious material per cubic yard and shall be air entrained as provided in Section 90-4, "Admixtures," of the Caltrans Specifications. The air content at time of mixing and prior to placing shall be 3.0 ± 1.0 percent.

- A. Concrete designated by 28-day compressive strength.
- B. Concrete specified to have a cementitious material content that exceeds 630 pounds per cubic yard.

APPENDIX A
Negative Declaration



ENTITLEMENTS DIVISION
(619) 446-5460

NEGATIVE DECLARATION

Project No. 92925
SCH# N/A

SUBJECT: Talbot Street Slope Stabilization: COUNCIL APPROVAL The proposed project would stabilize a failing slope located on the south side of Talbot Street 420 feet northwest of Leroy Street and 555 feet southeast of the intersection of Gage Drive and Bangor Street in the Peninsula Community Planning Area in the City and County of San Diego. The project would place a series of cast-in-place retaining walls to support the slope. Improvements would consist of reinforcing the slope where erosion has occurred, rerouting utilities, and landscaping treatments. The project footprint would be approximately 225 feet in length, 15 feet in width and up to 30 feet in height. Applicant: City of San Diego Engineering and Capital Projects Department.

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

The City of San Diego has conducted an Initial Study and determined that the proposed project will not have a significant environmental effect and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM: **NONE REQUIRED**

VI. PUBLIC REVIEW DISTRIBUTION:

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

City of San Diego
Mayor's Office
Councilmember Faulconer, District 2
Development Services Department

Project Manager, Vena Lewis (MS 301)
Engineering and Capital Projects
Gaetano Martedi (MS 908A)
Library Government Documents (81)
Point Loma/Hervey Branch Library (81z)
City Attorney (MS 59)
Other Individuals or Interested Parties
San Diego Gas and Electric (114)
San Diego City Schools (132)
Metropolitan Transit Development Board (115)
San Diego Transit (112)
Peninsula Chamber of Commerce (391)
Peninsula Community Planning Board (390)

VII. RESULTS OF PUBLIC REVIEW:

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

Copies of the draft Negative Declaration, and any Initial Study materials are available in the office of the Entitlements Division for review, or for purchase at the cost of reproduction.


Myra Herrmann, Senior Planner
Development Services Department

March 23, 2009
Date of Draft Report

April 17, 2009
Date of Final Report

Analyst: Jeffrey Szymanski

APPENDIX B
Fire Hydrant Meter Program

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).

4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.

4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

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

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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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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	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application For Fire Hydrant Meter

(EXHIBIT A)

For Office Use Only

Department: METER SHOP 619 527 7449
2797 Caminito Cholas • San Diego, California 92105-5097 • FAX 619 527 3125

NS Req:	Fac #:
Date:	By:

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

Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.)

Specific Use of Water:

Any return to Sewer or Storm Drain, if so, explain:

Estimated Duration of Meter Use: Check Box if Reclaimed Water

Company Information

Company Name:

Mailing Address:

City: State: Zip Code: Phone: ()

*Business License #: *Contractor License #:

*A copy of the Contractor's License and/or Business License is required at the time of meter issuance.

Name and Title of Agent: Phone: ()

Site Contact Name and Title: Phone: ()

Pager #: Cell: ()

Responsible Party Name: Title:

Social Security or Cal ID #: Phone: ()

Signature: Date:

Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter.

Fire Hydrant Meter Removal Request

Check Box to Request Removal of Above Meter Requested Removal Date:

Provide current Meter location if different from above:

Signature: Title: Date:

Phone: () Pager: ()

For Office Use Only

City Meter Private Meter

CIS Account #:	Deposit Amount: \$	Fees Amount: \$
Meter Serial #:	Meter Size:	Meter Make & Style:
Backflow #:	Backflow Size:	Meter Make & Style:
Name:	Signature:	Date:

\$1,108.45 - FOR 24 HR INSTALLATION
 \$1,052.26 - FOR 48 HR INSTALLATION

FHM App Created: 11/2/00-htp

"Exhibit B"

CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

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

"Exhibit C"

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # _____ located at (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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

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

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

Sincerely,

City of San Diego Water Department



Fire Hydrant Meter Relocate/Removal Request

(EXHIBIT D)

For Office Use Only

NS Req:	FHM Fac #:
Date:	By:

Date:

Instruction: Complete pertinent information then FAX both form and map to (xxx) xxx-xxxx, mail, or hand-deliver to the City of San Diego, Water Department/Meter Shop at: 2707 Caminito Chollas San Diego, CA 92105

Meter Information

Billing Account #:	Requested Move Date:
Current Fire Hydrant Meter Location:	
New Meter Location: (Attach a detailed map, Thomas Bros map location or construction drawing.)	

Company Information

Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ()
Name and Title of Requestor:			Phone: ()
Site Contact Name and Title			Phone: ()
Pager #:			Cell: ()
Responsible Party Name authorizing relocation fee:			
Signature:	Title:	Date:	

Fire Hydrant Meter Removal Request

<input type="checkbox"/> Check Box to Request Removal of Above Meter	Requested Removal Date:	
Provide current Meter location if different from above:		
Signature:	Title:	Date:
Phone: ()	Pager: ()	

For Office Use Only

CIS Account #:	Fees Amount: \$		
Meter Serial #:	Size:	Make/Style	
Backflow #:	Size:	Make/Style	
Name:	Signature:	Date:	

FHM Relocate_Removal Form

FHM App Created: 11/2/00-htp

APPENDIX C
Hydrostatic Discharge Form

APPENDIX

Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml), and as follows:

Discharged water has been dechlorinated to below 0.1 (mg/l) level; and effluent has been maintained between 6 and 9 (PH) based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

**By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.*

Project Name: _____

Work Order No.(s): _____

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

APPENDIX D
Sample City Invoice

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

APPENDIX E
Hazardous Waste Forms

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident #

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and are affected.. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone :
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -	
B	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)		CAS Number
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
D	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
D	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
F	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
F	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
F	<input type="checkbox"/> NOTKNOWN (explain) _____		
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
I	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
I	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

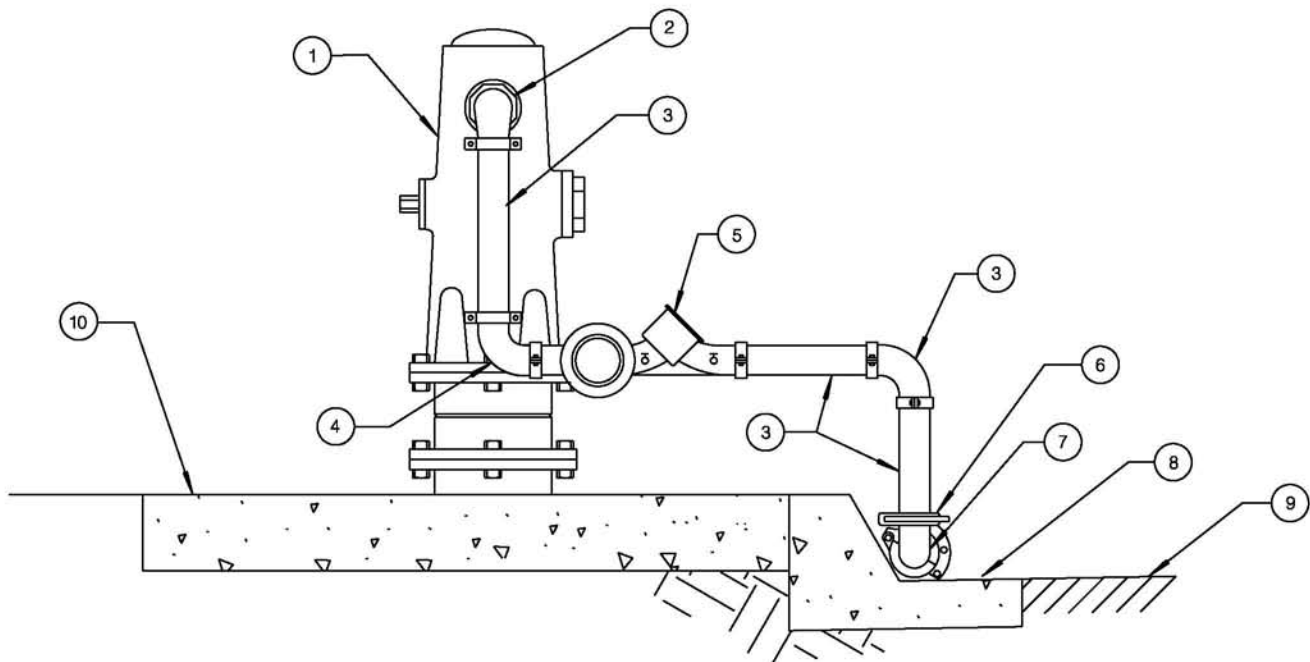
Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX F
High-lining Figures



- ① EXISTING 2-PORT FIRE HYDRANT
- ② 2 1/2" PORT TO 2" ADAPTER ELBOW W/THREADED FITTING
- ③ 2" PIPE (GROOVED)
- ④ 2" 90° ELBOW W/THREADED JOINT FITTINGS
- ⑤ 2" BACKFLOW PREVENTER W/ THREADED JOINT FITTINGS
- ⑥ SNAP-JOINT COUPLING (2-GROOVE)
- ⑦ 2" TEE/90° ELBOW W/ SNAP-JOINT COUPLING(S) (2-GROOVE) W/DIRECTIONAL SHUT OFF VALVE(S) (NOT SHOWN)
- ⑧ EXISTING CURB & GUTTER
- ⑨ EXISTING ROADWAY
- ⑩ EXISTING CONCRETE PADSIDEWALK

REVISION	BY	APPROVED	DATE
ORIGINAL	KA	J. NAGELVOORT	01/12

CITY OF SAN DIEGO - STANDARD DRAWING

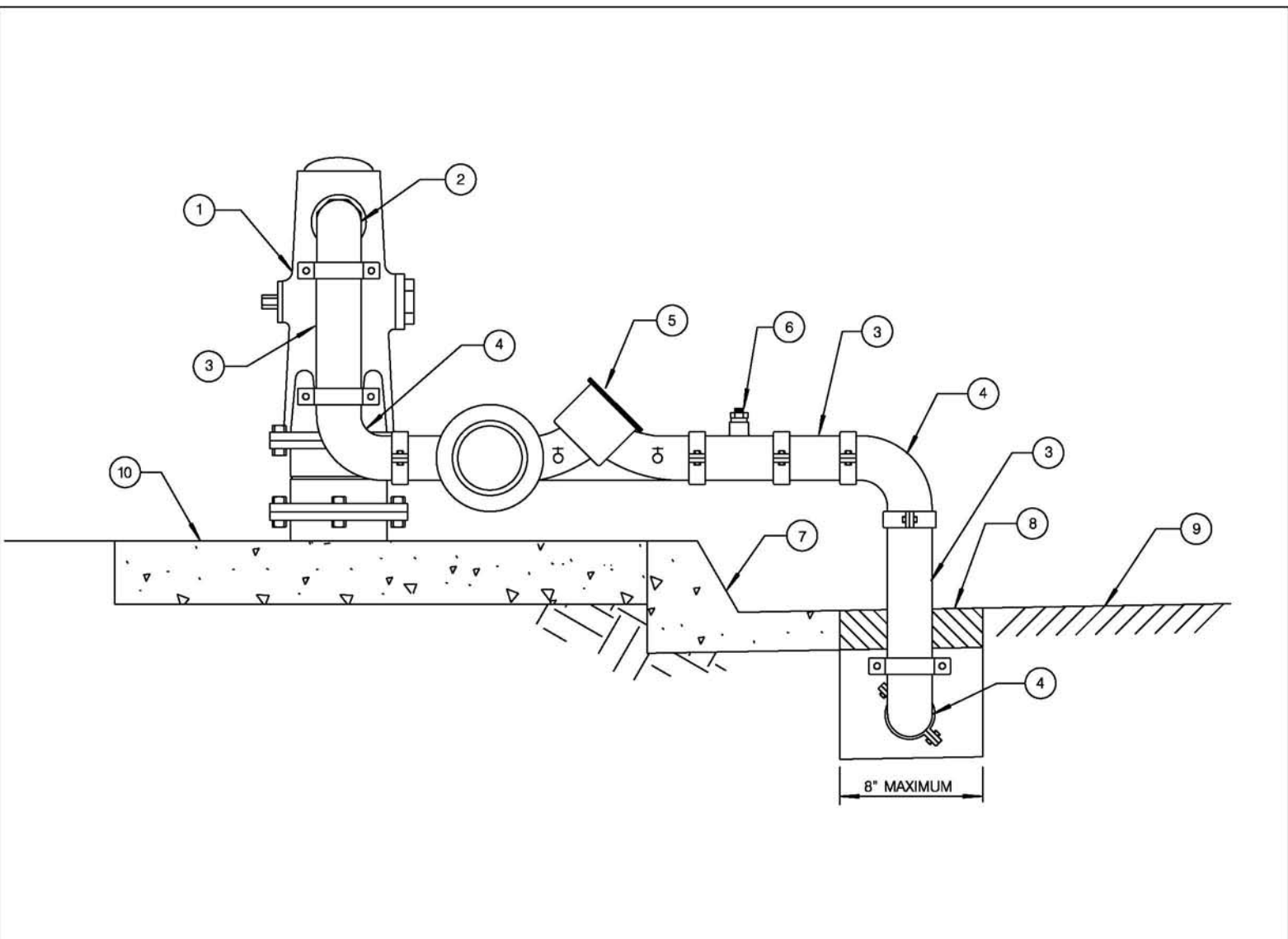
2" FIRE HYDRANT HIGHLINING CONNECTION

RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

H. Hadli 1/31/2012

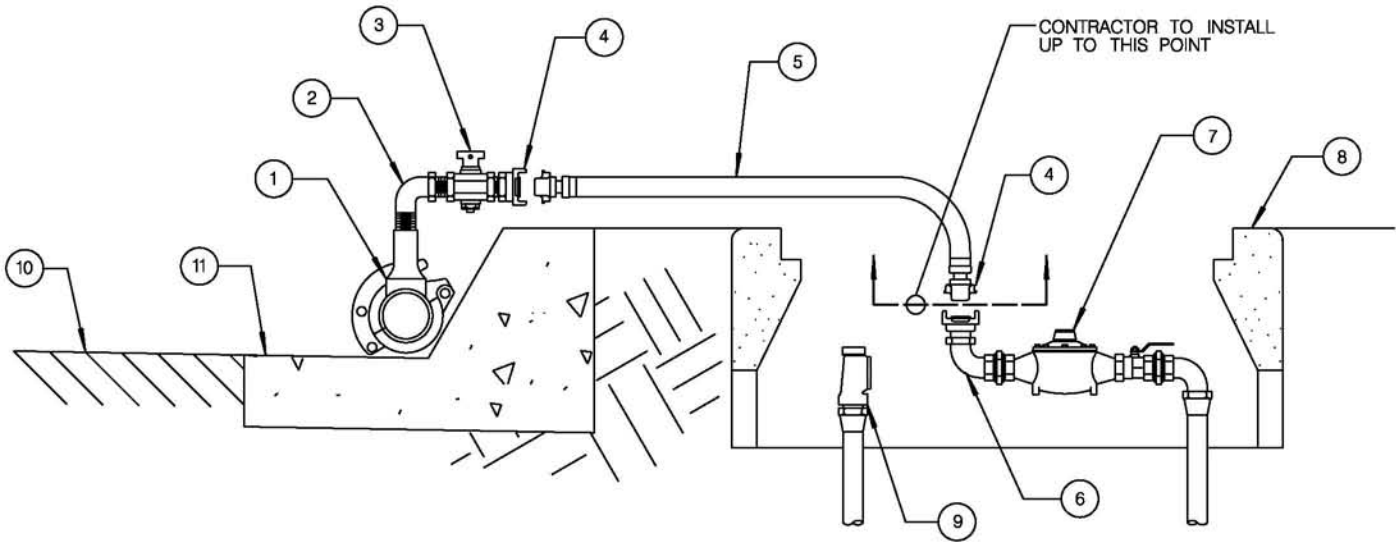
COORDINATOR R.C.E. 65271 DATE

DRAWING NUMBER **SDW-170**



- ① EXISTING 3-PORT FIRE HYDRANT
 - ② PORT ADAPTER ELBOW W/THREADED JOINT FITTING
 - ③ PIPE (GROOVED)
 - ④ 90° ELBOW W/THREADED JOINT FITTINGS
 - ⑤ 4" BACKFLOW PREVENTER W/THREADED JOINT FITTINGS
- ⑥ 4" SHUTOFF VALVE W/THREADED JOINT FITTINGS
 - ⑦ EXISTING CURB & GUTTER
 - ⑧ SAW CUT ROADWAY, TRENCH, BACKFILL AND TEMPORARY ASPHALT SURFACE
 - ⑨ EXISTING ROADWAY
 - ⑩ EXISTING CONCRETE PADSIDEWALK

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING		RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12	4" FIRE HYDRANT HIGHLINING CONNECTION		1/31/2012 COORDINATOR R.C.E. 65271 DATE
						DRAWING NUMBER SDW-171



- ① GROOVED 2"x2"x1" TEE W/SNAP-JOINT COUPLING (2-GROOVE)

② 1" 90° ELBOW W/THREADED JOINT FITTINGS

③ 1" SHUTOFF VALVE W/THREADED JOINT FITTINGS

④ 1" PIPE TO HOSE ADAPTER

⑤ 1" CONNECTION HOSE
- ⑥ 1" 90° ELBOW TO METER THREADS (ADAPTERS MAY BE REQUIRED)

⑦ EXISTING WATER METER

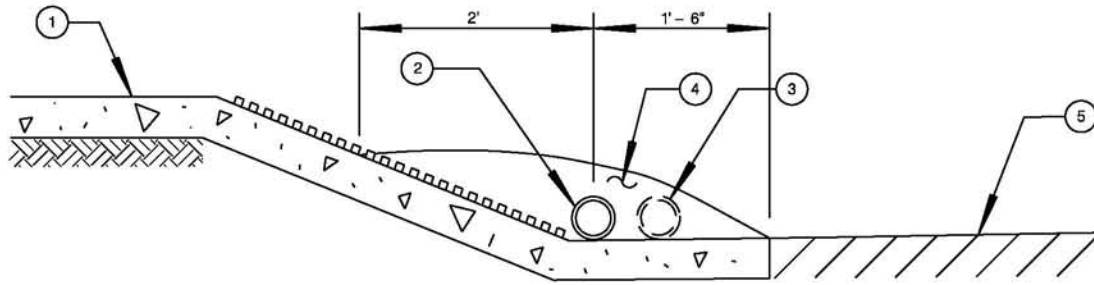
⑧ EXISTING WATER METER BOX

⑨ EXISTING SERVICE CONNECTION FROM WATER MAIN

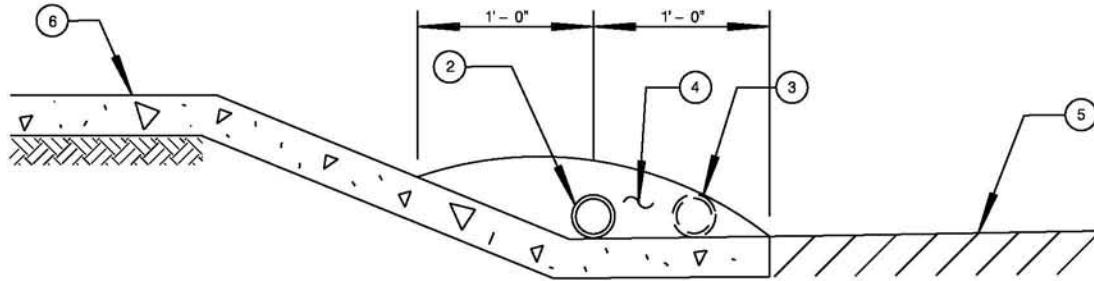
⑩ EXISTING ROADWAY

⑪ EXISTING CURB & GUTTER

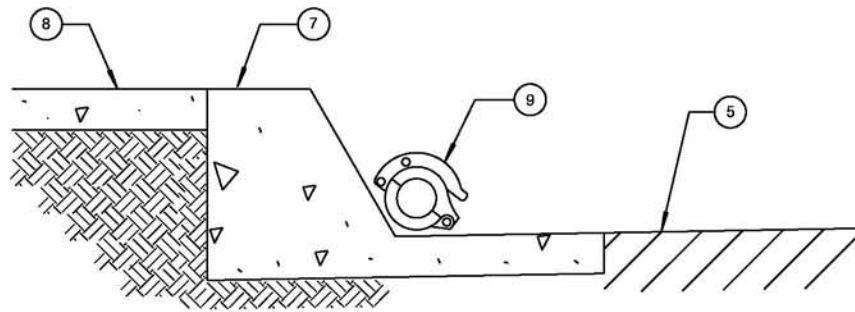
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	KA	J. NAGELVOORT	01/12		<small>COORDINATOR R.C.E. 65271</small>
				RESIDENTIAL USER HIGHLINING CONNECTION	<small>1/31/2012</small> DATE
					<small>DRAWING NUMBER</small> SDW-172



CURB RAMP HIGHLINING CROSSING



DRIVEWAY HIGHLINING CROSSING



CURB AND GUTTER HIGHLINING RUN

NOTES:

1. SLOPE OF TEMPORARY ASPHALT SHALL BE SMOOTH AND SLOPED TO HAVE A GRADUAL TRANSITION TO THE STREET AND SHALL NOT EXCEED 8.33%. CROSS SLOPE OF THE TEMPORARY ASPHALT SHALL MATCH EXISTING GUTTER SLOPE.
2. NO PIPE COUPLING SHALL BE PLACED WITHIN THE CURB RAMP OPENING.
3. MINIMUM ASPHALT COVER ON HIGHLINE PIPE SHALL BE 1".

- | | |
|---|--|
| <ul style="list-style-type: none"> (1) EXISTING CURB RAMP (2) HIGHLINE PIPING (3) DRAIN PIPING (4) TEMPORARY ASPHALT (COLD MIX) | <ul style="list-style-type: none"> (5) EXISTING ROADWAY (6) EXISTING DRIVEWAY (7) EXISTING CURB & GUTTER (8) EXISTING SIDEWALK (9) HIGHLINE PIPING AND SNAP COUPLING (2 GROOVE) |
|---|--|

REVISION	BY	APPROVED	DATE
ORIGINAL	KA	J. NAGELVOORT	01/12

CITY OF SAN DIEGO – STANDARD DRAWING

HIGHLINING CROSSING & RUN

RECOMMENDED BY THE CITY OF SAN DIEGO
STANDARDS COMMITTEE

H. Hadli 1/31/2012
COORDINATOR R.C.E. 65271 DATE

DRAWING
NUMBER **SDW-173**

APPENDIX G

Agreement For Application of Emulsion-aggregate Slurry

**AGREEMENT FOR APPLICATION OF
EMULSION-AGGREGATE SLURRY**

RELATED TO TALBOT STREET SLOPE RESTORATION

THIS Agreement for Application of Emulsion-Aggregate Slurry Related to **TALBOT STREET SLOPE RESTORATION** [Agreement] is made and entered into by and between the City of San Diego [City] and [*Insert name of Contractor*] [Contractor] (collectively referred to herein as “the Parties”).

RECITALS

A. WHEREAS, on or about [*Insert date*], the City and the Contractor entered into an agreement for the construction of **TALBOT STREET SLOPE RESTORATION** [Contract], WBS No. **S-00609**, Bid No. **K-13-5210-DBB-3**.

B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* would not be performed during the months of November, December, January, February, and/or March [Winter Months].

C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties’ agreement to the contrary, be performed during the Winter Months.

D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* of the Contract.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows:

ARTICLE I - WORK TO BE PERFORMED

1.1 Performance of Work.

The Contractor agrees to perform all slurry sealing work as set forth in Sections 302-4 and 600-3 of the Contract and *sheet 36111-D-3 of the Project’s plans* [Slurry Work], which is/are incorporated by this reference as though fully set forth herein. The Slurry Work shall be performed in accordance with the Schedule of Work, attached hereto as “Exhibit A” and incorporated herein by this reference, or as otherwise agreed to by the Parties in a written change to the Schedule of Work. Unless otherwise specified, the time of completion of this Agreement shall be expressed in Working Days.

For the purposes of this Agreement:

- a) References in the specified sections to the “Agency” shall mean the City and the “Work” shall mean the Slurry Work.
- b) References to the specified sections shall mean sections of the GREENBOOK (Standard Specifications for Public Works Construction), the City Supplement, and Supplementary Special Provisions under the editions specified in the Contract.

1.2 Working Day.

See the City Supplements, Section 1-2, TERMS AND DEFINITIONS. The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

1.3 Prosecution of Slurry Work.

Section 6-2, *Prosecution of Work* is incorporated into this Agreement by this reference as though fully set forth herein.

1.4 Project Site Maintenance.

Section 7-8 of the Contract, *Project Site Maintenance* is incorporated into this Agreement by this reference as though fully set forth herein.

1.5 Protection and Restoration of Existing Improvements.

Section 7-9 of the Contract, *Protection and Restoration of Existing Improvements* is incorporated into this Agreement by this reference as though fully set forth herein.

1.6 Public Convenience and Safety.

Section 7-10 of the Contract, *Public Convenience and Safety* is incorporated into this Agreement by this reference as though fully set forth herein.

1.7 Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 600-3 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer’s reasonable satisfaction and is ready for acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, COMPLETION, ACCEPTANCE, AND WARRANTY.

1.8 Payment to Contractor.

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control in accordance with the applicable sections of the Contract.

1.9 Delays and Extensions of Time.

Section 6-6, *Delays and Extensions of Time* is incorporated into this Agreement by this reference as though fully set forth herein.

1.10 Liquidated Damages.

Section 6-9, *Liquidated Damages* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of \$[*insert amount of Contractor’s bid item for slurry work], guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, BONDS of the Contract.

2.2 Insurance.

Section 7-3, *Liability Insurance* is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, LIABILITY INSURANCE of the Contract for:

- a. Commercial General Liability.
- b. Commercial Automobile Liability.
- c. Worker’s Compensation.

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

2.3 Indemnification.

Section 7-15, *Indemnification And Hold Harmless Agreement* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE III - DEFAULT/TERMINATION

3.1 Default by Contractor.

Section 6-4, *Default by Contractor* is incorporated into this Agreement by this reference as though fully set forth herein.

3.2 Termination of Agreement.

Section 6-5, *Termination of Contract* is incorporated into this Agreement by this reference as though fully set forth herein.

ARTICLE IV - CONTRACTOR OBLIGATIONS

4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

4.2 Non-Discrimination Ordinance.

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 Section shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and Subcontractors, and Suppliers.

4.3 Compliance Investigations.

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. 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 sections 22.3501-22.3517.) 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 Ordinance* apply only to violations of the *Nondiscrimination Ordinance*.

4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

4.5 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

ARTICLE V - GENERAL PROVISIONS

5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, that the Public Works Department Director or duly designated representative shall perform act or approval.

5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department Director in accordance with Resolution No. [*Insert resolution number authorizing underlying construction contract*], and by Contractor.

THE CITY OF SAN DIEGO

Dated:

By:

[*Insert name and title*]

CONTRACTOR

Dated:

By:

[*Insert name and title*]

I HEREBY APPROVE the form and legality of the foregoing Agreement this
day of _____, 20__ .

JAN I GOLDSMITH, City Attorney

By:

Deputy City Attorney

EXHIBIT A
SCHEDULE OF WORK

[*Insert Schedule Showing Time (in Working Days) in Which Work is to be Performed*]

City of San Diego

CITY CONTACT: Claudia Abarca, Contract Specialist, Email: cabarca@sandiego.gov
Phone No. 619-533-3439, Fax No. 619-533-3633



ADDENDUM "A"

FOR

TALBOT STREET SLOPE RESTORATION PROJECT

BID NO.:	<u>K-13-5210-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00609</u>
CLIENT DEPARTMENT:	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>IF</u>
FEDERAL AID PROJECT NO.:	<u>ER 4213 (019)</u>

BID DUE DATE:

2:00 PM
JANUARY 29, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

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

B. VOLUME 1

1. To the FUNDING AGENCY PROVISIONS FOR CONSTRUCTION CONTRACT REQUIREMENTS, Item 10, WAGE RATES, pages 30 through 56, **DELETE** in its entirety and **SUBSTITUTE** with page 3 of 28 through 28 of 28 of this Addendum.

Tony Heinrichs, Director
Public Works Department

Dated: *January 18, 2013*
San Diego, California

TH/nb/ls/egz

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

General Decision Number: CA130001 01/18/2013 CA1

Superseded General Decision Number: CA20120001

State: California

Construction Types: Building, Heavy (Heavy and Dredging),
Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013

ASBE0005-002 06/28/2010

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 32.79	16.31
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 24.21	13.76

ASBE0005-004 06/28/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.70	8.65

BOIL0092-003 05/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 41.26	25.27

BRCA0004-008 11/01/2012

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 33.75	14.55

BRCA0018-004 06/01/2012

	Rates	Fringes
MARBLE FINISHER.....	\$ 27.04	10.66
TILE FINISHER.....	\$ 22.37	9.19
TILE LAYER.....	\$ 33.55	13.55

BRCA0018-010 09/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 26.59	9.62
TERRAZZO WORKER/SETTER.....	\$ 33.63	10.46

CARP0409-002 07/01/2008

	Rates	Fringes
Diver		
(1) Wet.....	\$ 663.68	9.82
(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

CARP0547-001 07/01/2009

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 37.28	10.58
(2) Commercial Building....	\$ 32.30	10.58
(3) Heavy & Highway.....	\$ 37.15	10.58
(4) Residential Carpenter..	\$ 25.84	10.58
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 37.65	10.58
PILEDRIVERMAN.....	\$ 37.28	10.58

CARP0547-002 07/01/2009

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 21.00	8.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

ELEC0569-001 08/27/2012

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 43.05	3%+11.87
Electrician.....	\$ 42.30	3%+11.87
Electricians: (All Other Work, Including 4 Stories		

Residential)		
Cable Splicer.....	\$ 38.35	3%+11.87
Electrician.....	\$ 37.60	3%+11.87

ELEC0569-005 12/01/2012

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 27.57	3%+10.81
Soundman.....	\$ 22.06	3%+9.17

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUNDMAN: Wire-pulling, splicing, assembling and installing devices

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

* ELEC0569-006 10/01/2012

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 27.25	3%+7.27
Utility Technician #2.....	\$ 22.40	3%+7.27

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at

duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC0569-008 06/01/2011

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 22.37	3%+2.90

ELEC1245-001 06/01/2012

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 48.95	14.05
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 39.09	12.97
(3) Groundman.....	\$ 29.91	12.70
(4) Powderman.....	\$ 43.71	13.15

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.73	23.535

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 37.40	20.00

GROUP 2	.....\$ 38.18	20.00
GROUP 3	.....\$ 38.47	20.00
GROUP 4	.....\$ 39.96	20.00
GROUP 5	.....\$ 41.06	20.00
GROUP 6	.....\$ 40.18	20.00
GROUP 8	.....\$ 41.39	20.00
GROUP 9	.....\$ 40.41	20.00
GROUP 10	.....\$ 40.41	20.00
GROUP 11	.....\$ 40.58	20.00
GROUP 12	.....\$ 40.58	20.00
GROUP 13	.....\$ 40.68	20.00
GROUP 14	.....\$ 40.71	20.00
GROUP 15	.....\$ 40.79	20.00
GROUP 16	.....\$ 40.91	20.00
GROUP 17	.....\$ 41.08	20.00
GROUP 18	.....\$ 41.18	20.00
GROUP 19	.....\$ 41.29	20.00
GROUP 20	.....\$ 41.41	20.00
GROUP 21	.....\$ 41.58	20.00
GROUP 22	.....\$ 41.68	20.00
GROUP 23	.....\$ 41.79	20.00
GROUP 24	.....\$ 41.91	20.00
GROUP 25	.....\$ 42.08	20.00

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	.....\$ 38.75	20.00
GROUP 2	.....\$ 39.53	20.00
GROUP 3	.....\$ 39.82	20.00
GROUP 4	.....\$ 39.96	20.00
GROUP 5	.....\$ 40.18	20.00
GROUP 6	.....\$ 40.29	20.00
GROUP 7	.....\$ 40.41	20.00
GROUP 8	.....\$ 40.58	20.00
GROUP 9	.....\$ 40.75	20.00
GROUP 10	.....\$ 41.75	20.00
GROUP 11	.....\$ 42.75	20.00
GROUP 12	.....\$ 43.75	20.00
GROUP 13	.....\$ 44.75	20.00

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	.....\$ 39.25	20.00
GROUP 2	.....\$ 40.03	20.00
GROUP 3	.....\$ 40.32	20.00
GROUP 4	.....\$ 40.46	20.00
GROUP 5	.....\$ 40.68	20.00
GROUP 6	.....\$ 40.79	20.00
GROUP 7	.....\$ 40.91	20.00

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material

environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder

machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator;

Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem

push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2012

Rates Fringes

OPERATOR: Power Equipment
(DREDGING)

(1) Leverman.....	\$ 45.40	20.00
(2) Dredge dozer.....	\$ 40.93	20.00
(3) Deckmate.....	\$ 40.82	20.00
(4) Winch operator (stern winch on dredge).....	\$ 40.27	20.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 39.73	20.00
(6) Barge Mate.....	\$ 40.34	20.00

* IRON0002-004 01/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	16.74
Ornamental, Reinforcing and Structural.....	\$ 33.00	25.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0089-001 07/01/2012

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 27.10	15.17
Group 2.....	\$ 27.56	15.17
Group 3.....	\$ 27.97	15.17
Group 4.....	\$ 28.81	15.17
Group 5.....	\$ 32.93	15.17

LABORER (RESIDENTIAL
CONSTRUCTION - See definition
below)

(1) Laborer.....	\$ 23.48	14.13
(2) Cleanup, Landscaping, Fencing (chain link or wood).....	\$ 22.19	14.13

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not

separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

LABO0089-002 07/01/2010

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 27.11	14.38

LABO0089-004 07/01/2012

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.10	15.17
GROUP 2.....	\$ 27.56	15.17
GROUP 3.....	\$ 27.97	15.17
GROUP 4.....	\$ 28.81	15.17
GROUP 5.....	\$ 32.93	15.17

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer

Backup Man (Coating, grouting, making of joints, sealing, caulking, diaphraging including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-008 08/05/2009

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 26.65	15.95
PLASTER TENDER.....	\$ 29.20	15.95

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

LABO0882-002 01/01/2010

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 26.15	11.65

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 08/01/2012

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 29.01	11.68
(2) Vehicle Operator/Hauler.	\$ 29.18	11.68
(3) Horizontal Directional Drill Operator.....	\$ 31.03	11.68
(4) Electronic Tracking Locator.....	\$ 33.03	11.68
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 29.96	14.38
GROUP 2.....	\$ 31.26	14.38
GROUP 3.....	\$ 33.27	14.38
GROUP 4.....	\$ 35.01	14.38

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036-001 01/01/2012

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 26.05	10.35
(2) All Other Work.....	\$ 29.32	10.35

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-010 10/01/2012

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 25.08	12.69
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	12.06

PAIN0036-012 10/01/2012

	Rates	Fringes
GLAZIER.....	\$ 38.80	16.25

PAIN0036-019 02/01/2009

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.77	11.75

PLAS0200-005 08/01/2011

	Rates	Fringes
PLASTERER.....	\$ 35.29	12.05

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

PLAS0500-001 07/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.47	12.10
GROUP 2.....	\$ 28.12	12.10
GROUP 3.....	\$ 30.75	12.60

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 07/01/2012

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 46.10	19.68
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 41.60	19.68
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 40.33	18.70
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 32.49	17.03

 PLUM0016-011 07/01/2012

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 33.63	15.60

 PLUM0345-001 07/01/2012

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 27.35	17.09
Sewer & Storm Drain Work....	\$ 31.00	16.01

ROOF0045-001 07/01/2012

	Rates	Fringes
ROOFER.....	\$ 25.08	7.28

SFCA0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER.....	\$ 34.18	18.51

SHEE0206-001 01/01/2012

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 35.05	19.23
Except Camp Pendleton.....	\$ 33.05	19.23
Sheet Metal Technician.....	\$ 25.22	6.69

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0036-001 07/01/2012

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.40	20.50
GROUP 2.....	\$ 24.99	20.50
GROUP 3.....	\$ 25.19	20.50
GROUP 4.....	\$ 25.39	20.50
GROUP 5.....	\$ 25.59	20.50
GROUP 6.....	\$ 26.09	20.50
GROUP 7.....	\$ 27.59	20.50

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION



Purchasing and Contracting Department
Contracting Division
1200 Third Avenue, Suite 200
San Diego, CA 92101
(619) 236-6000

THE CITY OF SAN DIEGO

FAX TRANSMITTAL

Date: January 30, 2013

*FAXED AT 9:20 AM
1/30/13*

The following 3 pages (including this cover) are intended for:

From **HANI ASSI**
To **Estimator**
Company: Tri-Group Construction
FAX # (858) 689-1594
Phone # (858) 689-0058

To
From: Celia Navarro
Division: Contracting Division
FAX # 619-533-3633
Phone # 619-533-3431

RE: Bid # K-13-5210-DBB-3 – Talbot Street Slope Restoration Project

COMMENTS:

In tabulating the bid results of subject project, we have found that the ESTIMATED TOTAL BASE BID is \$1,462,190.00 NOT \$1,470,965.00 as per your bid.

ACKNOWLEDGED Han

Please FAX acknowledgement/concurrence of the correct amount, by 4:00pm today.

If there are any problems with receiving this FAX transmission (such as missing pages), please contact the Sender at the "From" phone number given above.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. RECEIPT BY AN UNINTENDED RECIPIENT DOES NOT CONSTITUTE A WAIVER OF ANY APPLICABLE PRIVILEGE.

If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the U.S. Postal Service.

*THE NEW TOTAL BID AMOUNT OF
\$1,462,190.00 IS ACKNOWLEDGED AND
WE CONCUR RE IT.*


Hani Assi
**HANI ASSI TRI-GROUP
CONSTRUCTION AND
DEVELOPMENT, INC.**

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	237110	GB 9-3.4	Mobilization	 	\$ 100,000
2	1	LS	237310	GB 7-10.2.7	Traffic Control	 	\$ 100,000
3	1	LS	237310	GB 300-1.4	Clearing and Grubbing	 	\$ 122,000
4	630	CY	237310	CT 60-1.02	Structure Excavation	\$ 19	\$ 11,970
5	20	CY	237310	CT 60-1.02	Structure Backfill	\$ 100	\$ 2,000
6	100	LF	237110	GB 306-1.7.1	Reconstruct 4" Sewer With 4" PVC C900 Class 200 With Concrete Cut-off Wall Anchors	\$ 100	\$ 20,000 20,000
7	210	LF	237110	GB 306-1.6	Reconstruct 4" Storm Drain With 4" PVC C9 Class 200 With Concrete Cut-off Wall Anchors	\$ 100	\$ 21,000
8	50	LF	237110	GB 306-1.6	Reconstruct 1" Water Line With 1" Copper Pipe Type K Soft With Concrete Cut-off Wall Anchors and Thrust Blocks	\$ 120	\$ 6,000
9	1	EA	237110	GB 306-1.6	Hot Tap and Connect to Exist 6" Water and Install 3/4" Irrigation Water Meter Service and Box	\$ 4,000	\$ 4,000
10	4	EA	237110	GB 306-1.6	Repair or Reconstruct Exist Water Service, Meter, Box, and Waterline	\$ 500	\$ 2,000
11	10,900	LF	237110	CT 60-4.03	Soil Nail Assembly (Total Soil Nail Length)	\$ 37	\$ 403,300
12	1,250	SF	237110	CT 53-1.08	Construct Geocomposite Drain	\$ 6	\$ 7,500
13	210	LF	237110	CT 53-1.08	Construct Wall Drain 3" Dia PVC Pipe For Geocomposite Drain	\$ 20	\$ 4,200

Accepted


BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	200	CY	237110	CT 53-1.08	Structural Shotcrete for Retaining Walls (Including Reinforcement)	\$ 1100	\$ 220,000
15	230	LF	237110	CT 53-1.08	Construct Wall Gutter With Gutter Grate Drain Inlets	\$ 70	\$ 16,100
16	135	LF	237110	CT 53-1.08	Construct 3" PVC SCH 80 Wall Gutter Drain Pipe	\$ 70	\$ 9,450
17	5,000	SF	237110	CT 60-6.07	Construct 12"-16" Wide Colored Textural Natural Sand Face Artisan Wall Skin Architectural Shotcrete for Upper Wall (Including Reinforcement)	\$ 32.50	\$ 162,500
18	2,500	SF	237110	CT 60-6.07	Construct 12"-18" Wide Colored Textural Natural Rock Face Artisan Wall Skin Architectural Shotcrete for Lower Wall (Including Lower Return Walls and Reinforcement)	\$ 32.50	\$ 81,250
19	234	LF	237310	CT 83-1.015	Construct 4' High Cable Rail Fence	\$ 120	\$ 28,080
20	1	LS	237310	GB 313-1.4	Anti-graffiti Protective Coating	 	\$ 10,000
21	11	EA	237110	CT 68-2.05	Construct Sidewalk Underdrain	\$ 300	\$ 3,300
22	1	LS	561730	GB 308-8	Construct Wall Landscaping and Irrigation	 	\$ 30,000
23	225	LF	237310	GB 303-5.9	Remove and Construct Curb and Gutter	\$ 30	\$ 6,750
24	880	SF	237310	GB 303-5.9	Construct 4" PCC Thick Miscellaneous Concrete Surface	\$ 8	\$ 7,040
25	11,500	SF	237310	GB 302-4.5	Construct Emulsion Aggregate Slurry Seal	\$ 0.50	\$ 5,750
26	1	LS	541330	GB 801-9.4	Water Pollution Control Program	 	\$ 1,000
27	1	LS	237990	GB 801-9.4	Water Pollution Control Program Implementation	 	\$ 2,000
28	1	LS	237110	GB 9-3.5	Material Labor & Performance Bond	 	\$ 15,000
29	1	AL	237110	GB 9-3.6	Field Order- Type II Allowance	 	\$70,000.00
ESTIMATED TOTAL BASE BID						\$ 1,470,965.00	\$ 1,462,190.00

TOTAL BID PRICE FOR BID (Items 1 through 29 inclusive) amount written in words:

ONE MILLION FOUR HUNDRED SEVENTY THOUSAND NINE HUNDRED AND SIXTY FIVE DOLLARS

Proposal (BID) (Rev. June 2011)
 Talbot Street Slope Restoration Project
 Federal Aid No. ER 4213 (019)

[Handwritten Signature]
 APPROVED

01/30/2013 09:22 8586751594
 JAN/30/2013/WED 09:00 AM
 TRI-GROUP INC
 FAX No.
 P. 003
 PAGE 03

City of San Diego

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

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: 858-689-0058 FAX NO.: 858-689-1594
CITY CONTACT: Claudia Abarca, Contract Specialist, Email: cabarca@sandiego.gov
Phone No. 619-533-3439, Fax No. 619-533-3633
C CROWN / NB / LS



CONTRACT DOCUMENTS For

TALBOT STREET SLOPE RESTORATION PROJECT

VOLUME 2 OF 2

BID NO.	<u>K-13-5210-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-00609</u>
CLIENT DEPARTMENT	<u>2113</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE	<u>IF</u>
FEDERAL AID PROJECT NUMBER:	<u>ER 4213 (019)</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS
- PREVAILING WAGE RATES: STATE, FEDERAL
- APPRENTICE REQUIREMENTS
- THIS IS A FEDERALLY FUNDED CONTRACT THROUGH THE DEPARTMENT OF FEDERAL HIGHWAY ADMINISTRATION

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

TABLE OF CONTENTS

Volume 2 - Bidding Documents

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

<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
Bid/Proposal	3 - 6
Bid Bond.....	7
Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid	8
Contractors Certification of Pending Actions	9
Equal Benefits Ordinance Certification of Compliance	10
Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29.....	11
Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject To the Equal Opportunity Clause and the Filing of Required Reports.....	12
Public Contract Code Section 10162 Questionnaire	13
Non-Lobbying Certification	14
Lobby Prohibition, Certification and Disclosure.....	15
Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities	16
Disclosure of Lobbying Activities.....	17 - 18
Proposal (Bid).....	19 - 22
Form AA35 - List of Subcontractors	23
Form AA40 - Named Equipment/Material Supplier List.....	24

BIDDING DOCUMENTS

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Invitation to Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, 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.

For the Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(nr/a)

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

BIDDING DOCUMENTS

IF A PARTNERSHIP, SIGN HERE:

(n/a)

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

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

Full Name and Character of partner

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

IF A CORPORATION, SIGN HERE:

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

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



(Signature)

HANI ASSI

(Printed Name)

SECRETARY OF CORPORATION

(Title of Officer)

(Impress Corporate Seal Here)

- (3) Incorporated under the laws of the State of CALIFORNIA
- (4) Place of Business (Street & Number) 9580 BLK MTN RD SUITE L
- (5) City and State SAN DIEGO CA Zip Code 92126
- (6) Telephone No. 858-689-0058 Facsimile No. 858-689-1594

BIDDING DOCUMENTS

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

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

LICENSE CLASSIFICATION A F B

LICENSE NO. 792,59 EXPIRES 03-31-, 2013

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: trigroupconst@aol.com

BIDDING DOCUMENTS


THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

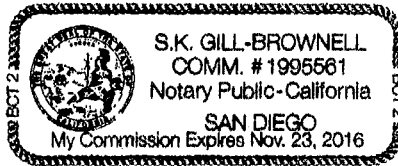
Signature  Title SECRETARY OF
HANI ASSI COMMISSION

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 29th DAY OF January, 2013.

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



(NOTARIAL SEAL)



BIDDING DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

TALBOT STREET SLOPE RESTORATION PROJECT, BID NO. K-13-5210-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 "Invitation to 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 28TH day of JANUARY, 2013

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

NORTH AMERICAN SPECIALTY INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

HANI ASSI, SECRETARY

GLEND A. J. GARDNER, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SAN DIEGO }

On 1/28/2013 before me, MICHELLE M. BASUIL, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GLEND A J. GARDNER
Name(s) of Signer(s)

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



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.

Witness my hand and official seal.

Signature Michelle M. Basuil
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID BOND

Document Date: 1/28/13 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: GLEND A J. GARDNER

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLEND A. J. GARDNER, MARK D. IATAROLA and DEBORAH D. DAVIS

JOINTLY OR SEVERALLY

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

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

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

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

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



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



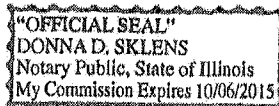
By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10th day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 10th day of December, 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
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 28th day of JANUARY, 2013.

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

BIDDING DOCUMENTS

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

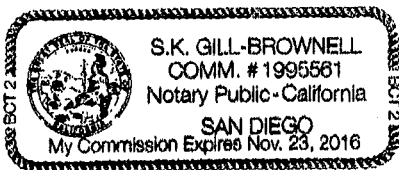
State of California)
County of San Diego) ss.
HANI ASSI

being first duly sworn, deposes and says that he or she is SECRETARY OF CORPORATION 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: [Signature] HANI ASSI
Title: SECRETARY OF CORPORATION

Subscribed and sworn to before me this 29th day of January, 2013

[Signature]
Notary Public



(SEAL)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- Checked box: 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.
Unchecked box: The undersigned certifies that within the past ten years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

Multiple horizontal lines provided for describing the complaint and remedial action taken.

TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.

HANI ASSI (with signature)

Contractor Name

Certified By HANI ASSI Title SECRETARY OF CORPORATION

Name

Handwritten signature of Hani Assi

Signature

Date 01-29-2013

USE ADDITIONAL FORMS AS NECESSARY

BIDDING DOCUMENTS

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name:	TRI-GROUP CONSTRUCTION AND DEVELOPMENT, INC.	Contact Name:	HANI ASSI
Company Address:	9580 BLACK MOUNTAIN RD, STE L SAN DIEGO, CA 92126	Contact Phone:	958-689-0058
		Contact Email:	tri_groupconst@aol.com

CONTRACT INFORMATION

Contract Title:	TALBOT STREET SLOPE RESTORATION	Start Date:	05-01-13
Contract Number (if no number, state location):	K-13-5210-DB3-3	End Date:	11-30-13

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

HANI ASSI, SEER & COV?		1/29/13
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(rev 02/15/2011)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
- does not have a proposed debarment pending; and
- has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDING DOCUMENTS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____

NO

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder, hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES PROVIDED.

THE ABOVE STATEMENTS ARE PART OF THE PROPOSAL. SIGNING THIS PROPOSAL ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THESE STATEMENTS.

BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112, Non-Collusion Affidavit," and the Title 49 Code of Federal Regulations, Part 29, "Debarment and Suspension Certification," are true and correct.

NON-LOBBYING CERTIFICATION
(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

BIDDING DOCUMENTS

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OMB0348-0046

Reporting Entity: **TRI-GROUP** Page **2** of **2**
**CONSTRUCTION AND
DEVELOPMENT, INC.**

Authorized for Local Reproduction
Standard Form - LLL-A

BIDDING DOCUMENTS

PROPOSAL (BID)

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

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
BASE BID							
1	1	LS	237110	GB 9-3.4	Mobilization	 	\$ 100,000
2	1	LS	237310	GB 7-10.2.7	Traffic Control	 	\$ 100,000
3	1	LS	237310	GB 300-1.4	Clearing and Grubbing	 	\$ 122,000
4	630	CY	237310	CT 60-1.02	Structure Excavation	\$ 19	\$ 11,970
5	20	CY	237310	CT 60-1.02	Structure Backfill	\$ 100	\$ 2,000
6	100	LF	237110	GB 306-1.7.1	Reconstruct 4" Sewer With 4" PVC C900 Class 200 With Concrete Cut-off Wall Anchors	\$ 100	\$ 20,000 10,000
7	210	LF	237110	GB 306-1.6	Reconstruct 4" Storm Drain With 4" PVC C9 Class 200 With Concrete Cut-off Wall Anchors	\$ 100	\$ 21,000
8	50	LF	237110	GB 306-1.6	Reconstruct 1" Water Line With 1" Copper Pipe Type K Soft With Concrete Cut-off Wall Anchors and Thrust Blocks	\$ 120	\$ 6,000
9	1	EA	237110	GB 306-1.6	Hot Tap and Connect to Exist 6" Water and Install 3/4" Irrigation Water Meter Service and Box	\$ 4,000	\$ 4,000
10	4	EA	237110	GB 306-1.6	Repair or Reconstruct Exist Water Service, Meter, Box, and Waterline	\$ 500	\$ 2,000
11	10,900	LF	237110	CT 60-4.03	Soil Nail Assembly (Total Soil Nail Length)	\$ 37	\$ 403,300
12	1,250	SF	237110	CT 53-1.08	Construct Geocomposite Drain	\$ 6	\$ 7,500
13	210	LF	237110	CT 53-1.08	Construct Wall Drain 3" Dia PVC Pipe For Geocomposite Drain	\$ 20	\$ 4,200

BIDDING DOCUMENTS

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14	200	CY	237110	CT 53-1.08	Structural Shotcrete for Retaining Walls (Including Reinforcement)	\$ 1,100	\$ 220,000
15	230	LF	237110	CT 53-1.08	Construct Wall Gutter With Gutter Grate Drain Inlets	\$ 70	\$ 16,100
16	135	LF	237110	CT 53-1.08	Construct 3" PVC SCH 80 Wall Gutter Drain Pipe	\$ 70	\$ 18,225 19,450
17	5,000	SF	237110	CT 60-6.07	Construct 12"-16" Wide Colored Textural Natural Sand Face Artisan Wall Skin Architectural Shotcrete for Upper Wall (Including Reinforcement)	\$ 32.50	\$ 162,500
18	2,500	SF	237110	CT 60-6.07	Construct 12"-18" Wide Colored Textural Natural Rock Face Artisan Wall Skin Architectural Shotcrete for Lower Wall (Including Lower Return Walls and Reinforcement)	\$ 32.50	\$ 81,250
19	234	LF	237310	CT 83-1.015	Construct 4' High Cable Rail Fence	\$ 120	\$ 28,080
20	1	LS	237310	GB-313-1.4	Anti-graffiti Protective Coating	XXXXXXXXXX	\$ 10,000
21	11	EA	237110	CT 68-2.05	Construct Sidewalk Underdrain	\$ 300	\$ 3,300
22	1	LS	561730	GB 308-8	Construct Wall Landscaping and Irrigation	XXXXXXXXXX	\$ 30,000
23	225	LF	237310	GB 303-5.9	Remove and Construct Curb and Gutter	\$ 30	\$ 6,750
24	880	SF	237310	GB 303-5.9	Construct 4" PCC Thick Miscellaneous Concrete Surface	\$ 8	\$ 7,040
25	11,500	SF	237310	GB 302-4.5	Construct Emulsion Aggregate Slurry Seal	\$ 0.50	\$ 5,750
26	1	LS	541330	GB 801-9.4	Water Pollution Control Program	XXXXXXXXXX	\$ 1,000
27	1	LS	237990	GB 801-9.4	Water Pollution Control Program Implementation	XXXXXXXXXX	\$ 2,000
28	1	LS	237110	GB 9-3.5	Material Labor & Performance Bond	XXXXXXXXXX	\$ 15,000
29	1	AL	237110	GB 9-3.6	Field Order- Type II Allowance	XXXXXXXXXX	\$70,000.00
ESTIMATED TOTAL BASE BID						\$ 1,470,965.00	1,462,190.00

TOTAL BID PRICE FOR BID (Items 1 through 29 inclusive) amount written in words:

ONE MILLION FOUR HUNDRED SEVENTY THOUSAND NINE HUNDRED AND SIXTY FIVE DOLLAR

BIDDING DOCUMENTS


The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form. List the Addenda received and being acknowledged: ADDENDUM "A"

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being **non-responsive**.

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

Gus Assi HANI ASSI
PRESIDENT
SECRETARY OF CORPORATION

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

TRI-GROUP HANI ASSI
CONSTRUCTION AND
Bidder: DEVELOPMENT, INC.
Title: SECRETARY OF CORPORATION
Business Address: 9580 BLACK MOUNTAIN RD SUITE L SAN DIEGO CA 92126
Place of Business: CITY OF SAN DIEGO
Place of Residence: CITY OF SAN DIEGO
Signature: 

BIDDING DOCUMENTS

NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

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	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>ALLIANCE DIVERSIFIED ENTERPRISES</u> Address: <u>750 CAROL CT</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-594-6586</u>	<i>CONSTRUCTION</i>	<i>SOIL NAIL & PILE & BOULDERS</i>	<i>\$560,000</i>	<i>—</i>	<i>—</i>	<i>—</i>
Name: <u>IN-LINE FENCE & RAILING</u> Address: <u>P.O. BOX 2637</u> City: <u>RAMONA</u> State: <u>CA</u> Zip: <u>92065</u> Phone: <u>760-789-0282</u>	<i>CONSTRUCTION</i>	<i>FENCE WALL</i>	<i>\$26,208</i>	<i>DBE MBE</i>	<i>CALTRANS</i>	<i>—</i>
Name: <u>STARWIDE STRIPES INC</u> Address: <u>P.O. BOX 600710</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92160</u> Phone: <u>618-560-6887</u>	<i>CONSTRUCTION</i>	<i>STRIPING</i>	<i>\$3,500</i>	<i>DBE MBE</i>	<i>CALTRANS</i>	<i>—</i>

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

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

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

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

1 OF 3

*0.4260
ON*

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	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>GREENVIEW LANDSCAPE</u> Address: <u>8537 CATALPA PL</u> City: <u>PLYMOUTH</u> State: <u>CA</u> Zip: <u>92104</u> Phone: <u>951-359-5516</u>	CONSTRUCTOR	LANDSCAPING \$ 122,600.00	\$27,999	MBE DBE	CALTRANS	-
Name: <u>APPARIL WBE SWPPP</u> Address: <u>5780 OLINDA RD</u> City: <u>EL SOBRANTE</u> State: <u>CA</u> Zip: <u>94803</u> Phone: <u>510-375-1927</u>	DESIGNER	WPCP	\$525	WBE DBE	CALTRANS	-
Name: <u>KAD PAVING CO. dba KAD ENG.</u> Address: <u>32147 DUNALP SUITE K</u> City: <u>YUCONIA</u> State: <u>CA</u> Zip: <u>92399</u> Phone: <u>909-790-3366</u>	CONSTRUCTOR	SLURRY SEAL	\$3970	-	-	-

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

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

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

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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	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
M: <u>BAKER CONCRETE CURING INC.</u> Address: <u>P.O. BOX 848</u> City: <u>SAN MARCOS</u> State: <u>CA</u> Zip: <u>92079</u> Phone: <u>760-744-1679</u>	<u>CONSTRUCTOR</u>	<u>ASPHALT SAW CURING</u>	<u>\$ 750</u>	<u>WBE</u> <u>DBE</u>	<u>CALTRANS</u>	<u>-</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

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

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

BIDDING DOCUMENTS

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: <u>LOGANS MARKETING</u> Address: <u>121 BROADWAY AVE 230</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92101</u> Phone: <u>619-233-3766</u>	<u>CONCRETE SUPPLIER FOR SHOTCRENS</u>	<u>\$210,000</u>	<u>Yes</u>	<u>NO</u>	<u>DBE</u>	<u>CALTRANS</u>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

STANDARD SPECIFICATIONS:

- STANDARD SPECIFICATIONS FOR PUBLIC CONSTRUCTION (GREENBOOK) 2009 EDITION
- CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC WORK CONSTRUCTION (WHITEBOOK) 2010 EDITION
- CALTRANS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD 2006)
- CITY OF SAN DIEGO SIGN BOOK 2003 EDITION
- CALTRANS STANDARD SPECIFICATIONS MAY 2006.

GENERAL NOTES

THE FOLLOWING NOTES ARE PROVIDED TO GIVE DIRECTIONS TO THE CONTRACTOR BY THE ENGINEER OF WORK.

1. THE CONTRACTOR SHALL ENFORCE ALL SAFETY MEASURES, THE CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
3. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
4. THE LOCATION OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
5. IF THERE IS ANY QUESTION REGARDING THESE PLANS AND FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE DOING ANY WORK BY CALLING THE CITY RESIDENT ENGINEER, THE CONTRACTOR SHALL ALSO TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (SAND BAG, HAY BAILS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY WHATEVER OWNER, AGENCY OR ASSOCIATION IS TO BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE.
6. CONTRACTOR SHALL NOTIFY THE AT&T COMPANY PRIOR TO STARTING WORK NEAR COMPANY FACILITIES AND SHALL COORDINATE HIS WORK WITH COMPANY REPRESENTATIVES. FOR LOCATIONS OF CABLES AND APPURTENANCES, CONTACT AT&T AT 1-800-422-4133.
7. ALL CEMENT CONCRETE SHALL UTILIZE TYPE V CEMENT.
8. CONTRACTOR SHALL RETAIN A QUALIFIED PALEONTOLOGIST, APPROVED BY THE ENVIRONMENTAL ANALYSIS SECTION (EAS), WHICH PALEONTOLOGIST SHALL BECOME FAMILIAR WITH THE PROJECT, PREPARE A PALEONTOLOGICAL MONITORING PROGRAM FOR THE TALBOT STREET SLOPE STABILIZATION PROJECT FOR REVIEW AND APPROVAL BY THE CITY, ATTEND THE PRE-CONSTRUCTION MEETING, REVIEW THE PALEONTOLOGICAL MONITORING PROGRAM AND MONITORING PROCEDURES WITH THE CITY, AND WILL PROVIDE FIELD MONITORING OF THE PROJECT DURING EXCAVATION AND GRADING ACTIVITIES. THE PALEONTOLOGIST SHALL BE AVAILABLE TO ADVISE THE CONTRACTOR AND THE CITY AS TO PALEONTOLOGICAL PROCEDURES AS NEEDED AND SHALL PROVIDE A FINAL REPORT OF PALEONTOLOGICAL ACTIVITIES, FINDINGS, AND DISPOSITION OF ANY PALEONTOLOGICAL MATERIAL DISCOVERED ON THE PROJECT.
9. CONTRACTOR SHALL REPAIR OR REPLACE IN KIND ALL ITEMS DAMAGED BY CONSTRUCTION INCLUDING CURB, GUTTER, SIDEWALK, AND AC PAVEMENT.
10. CONTRACTOR SHALL PREPARE, SUBMIT, AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH SECTION 801, "WATER POLLUTION CONTROL" OF THE SPECIFICATIONS. CONTRACTOR SHALL APPOINT A QUALIFIED SWPPP DEVELOPER (QSD) TO COMPLETE A SWPPP, AND A QUALIFIED SWPPP PRACTITIONER (QSP) RESPONSIBLE FOR NON-STORM WATER, STORM WATER VISUAL OBSERVATIONS, SAMPLING, AND ANALYSIS.
11. CONTRACTOR SHALL PREPARE, SUBMIT, AND IMPLEMENT A WATER POLLUTION CONTROL PLAN (WPCP).
12. DIMENSIONS AND DISTANCES SHOWN ON PLANS ARE HORIZONTAL OR VERTICAL. CONTRACTOR SHALL BE RESPONSIBLE TO CALCULATE SLOPE, DISTANCES AND DIMENSIONS.

STANDARD DRAWINGS

- AGENCY STANDARD DRAWINGS:
- CALTRANS STANDARD PLANS MAY 2006
 - CITY OF SAN DIEGO STANDARD DRAWING DEC 2006.

LEGEND

AC	ASPHALT CONCRETE
BOTM	BOTTOM
E	EAST
ESMT	EASEMENT
EXIST	EXISTING
FL	FLOWLINE
GB	GRADE BREAK
LT	LEFT
N	NORTH
P/L	PROPERTY LINE
RT	RIGHT
R/W	RIGHT OF WAY
S	SOUTH
TC	TOP OF CURB
TW	TOP OF WALL
(TYP)	TYPICAL
VC	VERTICAL CURVE
W	WEST
WALL LOL	WALL LAYOUT LINE
WP	WALL POINT

FEDERAL AID PROJECT - ER 4213 (019) TALBOT STREET SLOPE RESTORATION PROJECT

BASIS OF BEARINGS:

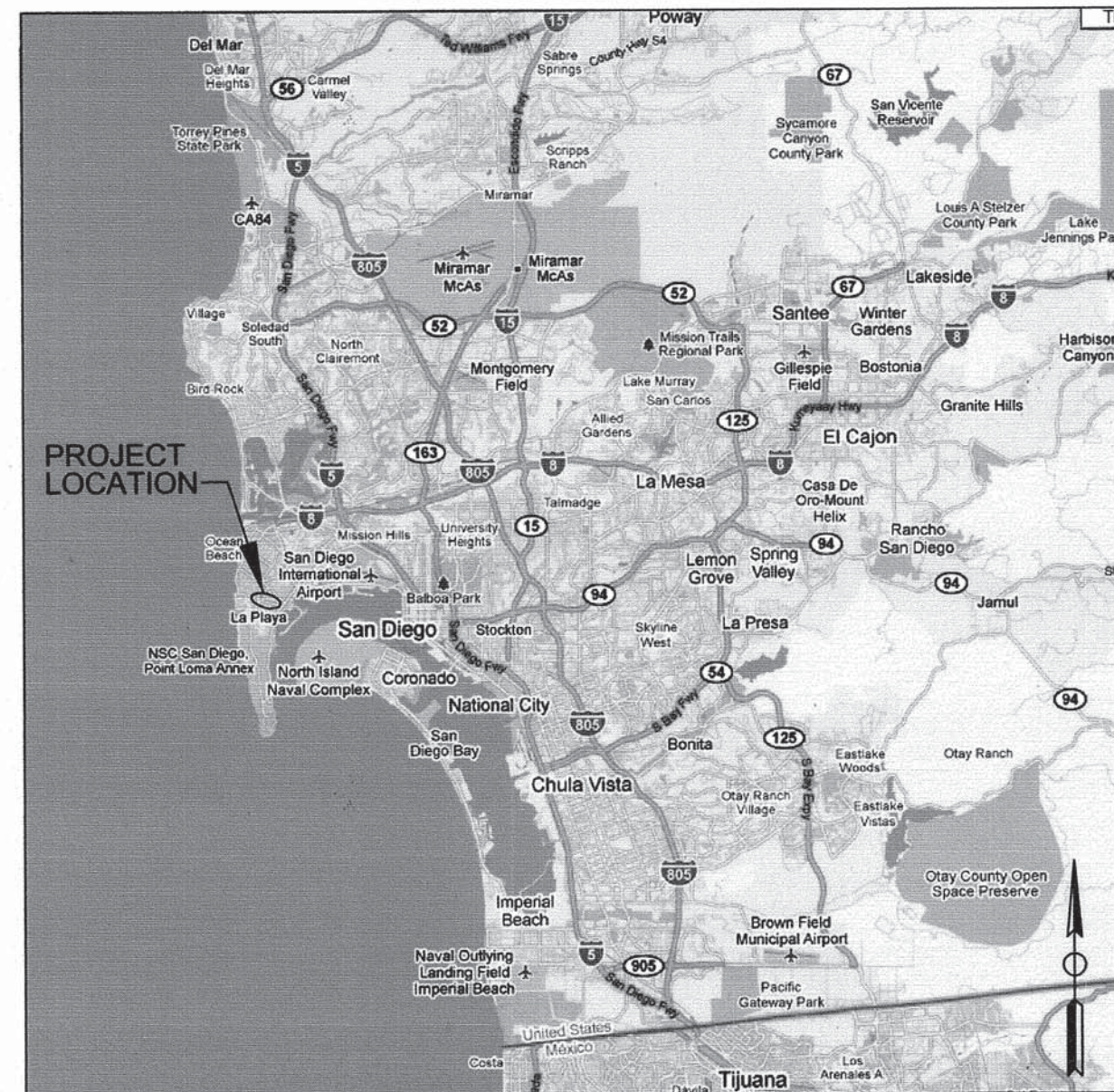
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 1115 & GPS 241 AS SHOWN ON R.O.S. 14492- IE. N50°42'48"W NAD 83 FEET, ZONE 6 (EPOCH 91.35), UTILIZING RTK/ GPS FIELD PROCEDURES WITH THE BASE STATION LOCATED AT AN AUTONOMOUS LOCATION AND CONSTRAINING TO GPS 1115 (PT #32) AND GPS 241 (PT #30), CHECKED GPS 164 (#29) AND GPS 1114 (PT #33).

BENCHMARK:

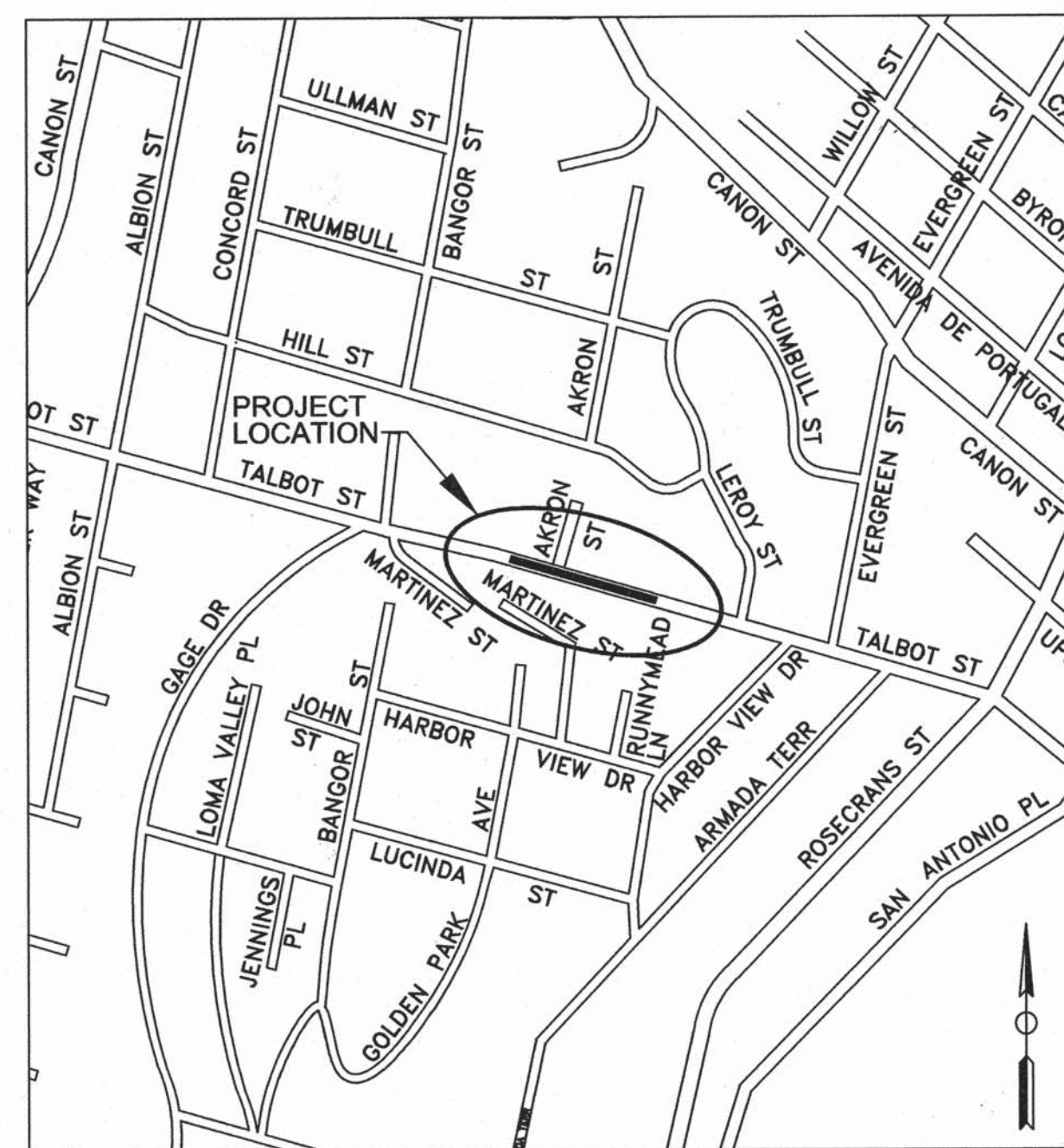
SEBP GAGE DRIVE AND GAGE PLACE, ELEVATION 286.033, NBP CATALINA BLVD AND SANTA BARBARA STREET ELEVATION 286.47, MSL, BASE ON (NGVD 29 FEET) AS SHOWN IN THE CITY BENCH BOOK

SYMBOLS

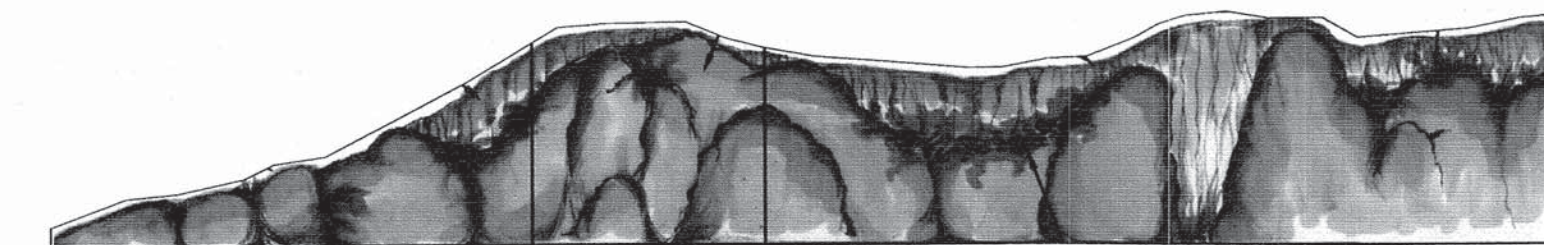
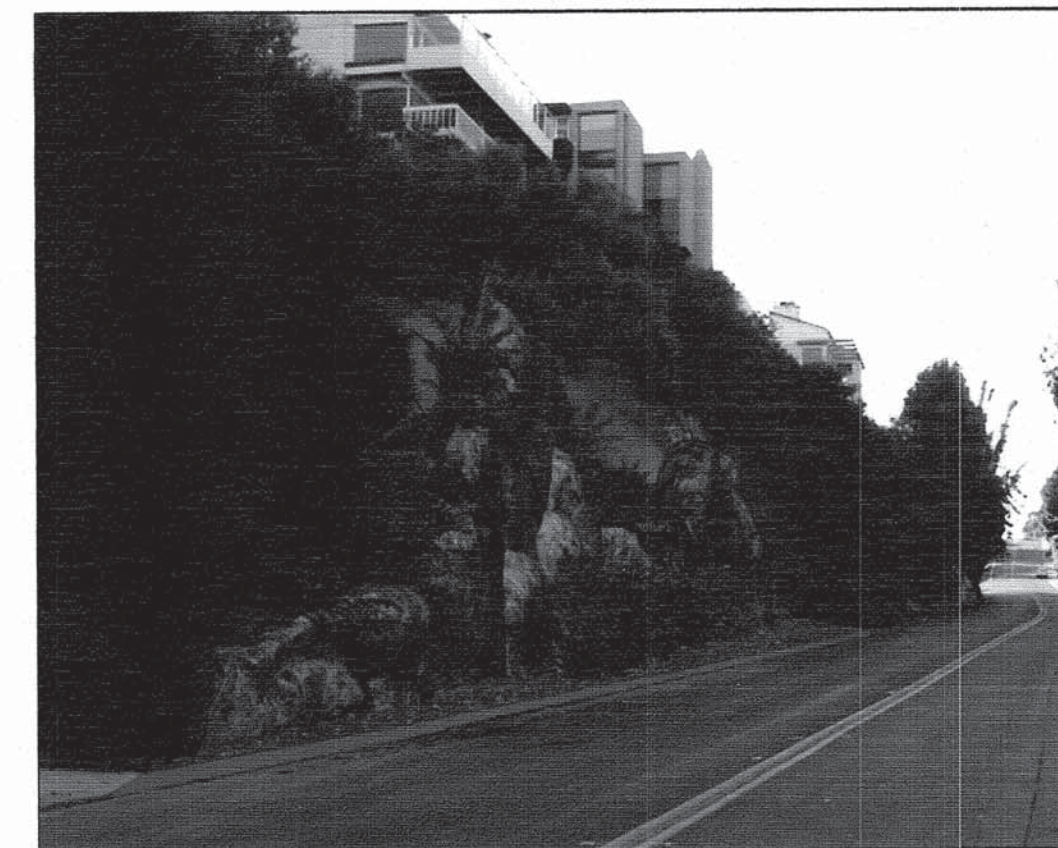
⊗	PROPOSED PROOF SOIL NAIL
X	PROPOSED SOIL NAIL
---	PROPOSED SOIL NAIL EASEMENT LINE
---	EXIST RIGHT-OF-WAY LINE
---	EXIST PROPERTY LINE
---S---	PROPOSED SEWER LINE
---S---	EXIST SEWER LINE
---SL---	PROPOSED SEWER LATERAL LINE
---SL---	EXIST SEWER LATERAL LINE
---SD---	PROPOSED STORM DRAIN
---SD---	EXIST STORM DRAIN
---W---	PROPOSED WATER LINE
---W---	EXIST WATER LINE
---WS---	WATER SERVICE
[Symbol]	CABLE RAIL FENCE POST AND CABLE LINE



VICINITY MAP
NOT TO SCALE



PROJECT MAP
NOT TO SCALE



GRADING & GEOTECHNICAL SPECIFICATIONS

1. ALL GRADING AND SOIL NAIL TESTING AND SOIL NAIL PLACEMENT SHALL BE DONE UNDER OBSERVATION AND TESTING BY A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER PROVIDED BY THE CITY AND, IF REQUIRED, BOTH A QUALIFIED CIVIL ENGINEER OR GEOTECHNICAL ENGINEER AND AN ENGINEERING GEOLOGIST PROVIDED BY THE CITY. ALL GRADING MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE CITY ORDINANCE AND THE RECOMMENDATIONS AND SPECIFICATIONS SET FORTH IN THE SOILS REPORT OR GEOLOGICAL/GEOTECHNICAL INVESTIGATION ENTITLED
 GEOTECHNICAL EVALUATION TALBOT STREET SLOPE STABILIZATION, SAN DIEGO, CALIFORNIA, PREPARED BY NINYO AND MOORE, DATED MARCH 17, 2008.
2. ALL FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM OF 90% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE MOST RECENT VERSION OF A.S.T.M. D-1557 OR AN APPROVED ALTERNATIVE STANDARD.
3. AT THE COMPLETION OF THE GRADING OPERATIONS FOR THE EARTHWORK SHOWN ON THIS PLAN, AN AS-GRADED SOILS REPORT, OR IF REQUIRED, AN AS-GRADED GEOTECHNICAL REPORT WILL BE PREPARED IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE CITY OF SAN DIEGO TECHNICAL GUIDELINES FOR GEOTECHNICAL REPORTS. THE FINAL "AS-GRADED" GEOTECHNICAL REPORT WILL BE SUBMITTED TO THE FIELD ENGINEERING SECTION OF ENGINEERING AND CAPITAL PROJECTS DEPARTMENT AND A SECOND COPY TO THE GEOLOGY SECTION OF THE DEVELOPMENT SERVICES DEPARTMENT WITHIN 30 DAYS OF THE COMPLETION OF GRADING, WHERE GEOLOGIC INSPECTION IS INDICATED IN THE PERMIT OR PROJECT PLANS, REPORTS OR SPECIFICATIONS. THE FINAL REPORT MUST ALSO BE REVIEWED AND SIGNED BY A CALIFORNIA CERTIFIED ENGINEERING GEOLOGIST.
4. IF THE GEOTECHNICAL CONSULTANT OF RECORD IS CHANGED FOR THE PROJECT, THE WORK SHALL BE STOPPED UNTIL THE REPLACEMENT HAS AGREED IN WRITING TO ACCEPT THE RESPONSIBILITY WITHIN THE AREA OF THEIR TECHNICAL COMPETENCE FOR APPROVAL UPON COMPLETION OF THE WORK. IT SHALL BE DUTY OF THE PERMITTEE TO NOTIFY THE CITY ENGINEER AND THE GEOLOGY SECTION OF THE DEVELOPMENT SERVICES DEPARTMENT IN WRITING OF SUCH CHANGE PRIOR TO THE RECOMMENCEMENT OF GRADING.
5. THESE GRADING AND RETAINING WALL PLANS HAVE BEEN REVIEWED BY THE UNDERSIGNED AND FOUND TO BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND SPECIFICATIONS CONTAINED IN THE REFERENCED GEOTECHNICAL REPORT(S) PREPARED FOR THIS PROJECT.

EMIL RUDOLPH 2767 R.C.E. OR G.E. 5/1/2012 DATE

GREGORY T. FARRAND 1087 C.E.G. 5/1/2012 DATE

NINYO & MOORE
GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS
5710 RUFFIN ROAD
SAN DIEGO, CA 92123

PREPARED UNDER THE SUPERVISION OF

WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER

4/30/12 DATE

W.G. ZIMMERMAN ENGINEERING, INC.
5772 BOLSA AVE, SUITE 200
HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

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3	LAYOUT
4	DEVELOPED LOWER WALL ELEVATION
5	DEVELOPED UPPER WALL ELEVATION
6	LOWER WALL DETAIL
7	UPPER WALL DETAIL
8	SOIL NAIL DETAIL
9	TEST SOIL NAIL DETAIL
10	RETURN WALL DETAIL
11	WALL DRAIN DETAIL
12	SEWER, STORM DRAIN, AND WATER DETAIL
13	CROSS SECTION 1
14	CROSS SECTION 2
15	CROSS SECTION 3
16	SIGNING AND DETOUR PLAN 1
17	SIGNING AND DETOUR PLAN 2
18	EROSION CONTROL
19(LC-1)	CONSTRUCTION LEGEND & PLAN
20(LC-2)	LOWER WALL CONSTRUCTION ELEVATION
21(LC-3)	UPPER WALL CONSTRUCTION ELEVATION
22(LC-4)	CONSTRUCTION NOTES & DETAILS
23(LC-5)	CONSTRUCTION DETAILS
24(LC-6)	CONCEPTUAL ELEVATION AND SECTIONS
25(LI-1)	IRRIGATION LEGEND & PLAN
26(LI-2)	IRRIGATION WALL ELEVATION
27(LI-3)	IRRIGATION NOTES AND DETAILS
28(LI-4)	IRRIGATION DETAILS
29(LP-1)	PLANTING LEGEND AND PLAN
30(LP-2)	PLANTING WALL ELEVATION & DETAILS
31(LP-3)	PLANTING NOTES AND DETAILS

SPEC# 5210

**TALBOT STREET SLOPE RESTORATION PROJECT
TITLE SHEET**

CITY OF SAN DIEGO, CALIFORNIA SHEET 1 OF 31 SHEETS		WBS S-00609
APPROVED: [Signature]	DATE: 5-9-2012	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER
CITY ENGINEER	DATE	CASEY CROWN ASSOCIATE ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	RB/RC	1-17-11
CONTRACTOR	DATE STARTED	36111-1-D
INSPECTOR	DATE COMPLETED	

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NOTE: CONSTRUCTION SITE STORM WATER PRIORITY (INSPECTION FREQUENCY): LOW.

STREET DATA TABLE					CONSTRUCTION CHANGE TABLE	
STREET NAME	CLASSIFICATION	85TH PERCENTILE SPEED (MPH)	ADT (VEHICLES)	R/W (FT)	CHANGE	DATE
TALBOT ST	COLLECTOR	-	5700	70		

W.G. ZIMMERMAN ENGINEERING, INC.
5772 BOLSA AVE, SUITE 200
HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

GENERAL NOTES SOIL NAIL WALL DESIGN PARAMETERS

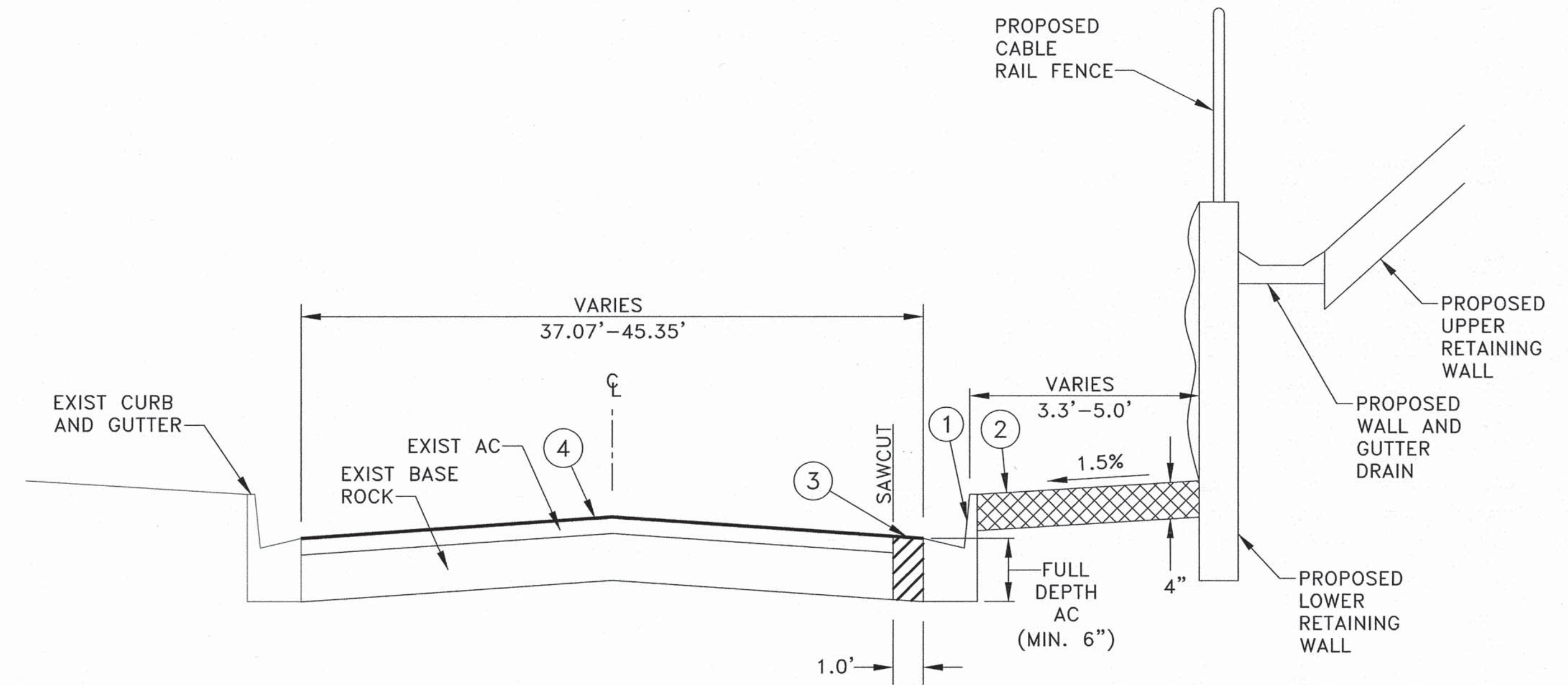
- ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF SAN DIEGO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS AND STANDARD PLANS DATED MAY, 2006.
- THE SOIL NAIL WALL STRUCTURES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE SLD (SERVICE LOAD DESIGN) PROCEDURES CONTAINED IN THE FHWA "MANUAL FOR DESIGN AND CONSTRUCTION MONITORING OF SOIL NAIL WALLS", REPORT NO. FHWA-O-IF-03-017. STRUCTURAL DESIGN OF ANY INDIVIDUAL WALL ELEMENTS NOT COVERED IN THE FHWA MANUAL HAVE BEEN DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALTRANS BRIDGE DESIGN SPECIFICATIONS DATED APRIL, 2000.
- REINFORCED CONCRETE AND SHOTCRETE: $f_y = 60,000$ psi
 $f_c = 4,000$ psi
- STRUCTURAL STEEL: ASTM A36.
- UNLESS OTHERWISE NOTED ON THE PLANS, MINIMUM CONCRETE/SHOTCRETE COVER MEASURED FROM THE FACE OF CONCRETE/SHOTCRETE TO THE FACE OF ANY REINFORCING BAR SHALL BE AS FOLLOWS:
FRONT SIDE OF PERMANENT FACINGS EXPOSED TO WEATHER: 2 in
PERMANENT SHOTCRETE FACINGS EXPOSED TO SOIL: 3 in
PERMANENT CIP FACINGS CAST AGAINST TEMPORARY SHOTCRETE: 1.5 in
- UNLESS OTHERWISE SHOWN ON THE PLANS, ALL EXTERIOR CORNERS AND EDGES SHALL HAVE A 1 in CHAMFER AND ALL INTERIOR CORNERS SHALL HAVE A 1 in FILLET.
- DESIGN SOIL PARAMETERS:

MATERIAL TYPE	TOTAL UNIT WEIGHT (pcf)	COHESION (psf)	ANGLE OF INTERNAL FRICTION (degrees)	ULTIMATE BOND STRESS (psf)
COLLUVIUM/SLOPE DEBRIS	125	250	26	1,250
CABRILLO Fm (SANDSTONE)	130	400	32	4,000

- SOIL NAIL LENGTHS: LOWER WALL LENGTH (LL) = 35 FEET
UPPER WALL LENGTH (LU) = 25 FEET*
SOIL NAILS SHALL BE #11 BARS
*EXCEPT AS SHOWN ON "DEVELOPED UPPER WALL ELEVATION"
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING ALL UTILITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND MAINTAINING STABLE SLOPES ABOVE AND BELOW THE SOIL NAIL WALLS.
- WHERE THE EXISTING GROUND ELEVATION AT THE BACK OF THE WALL IS LOWER THAN BOTTOM OF GUTTER ELEVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING AND COMPACTING THE MATERIAL AS APPROVED BY THE ENGINEER.
- LENGTH OF SOIL NAILS SHALL NOT EXTEND BEYOND EASEMENT LINE SHOWN ON THE "LAYOUT" SHEET. MAXIMUM LENGTH OF SOIL NAILS SHALL BE 1' LESS THAN EASEMENT LINE.
- UNLESS SPECIFIED OTHERWISE, ENGINEER WILL PROVIDE SURVEY CONTROL POINTS FOR TOP OF WALL ALIGNMENT. CONTRACTOR RESPONSIBLE FOR SURVEY CONTROL AS EXCAVATION IS BROUGHT DOWN. SEE SPECIAL PROVISIONS.
- A GEOTECHNICAL REPORT "GEOTECHNICAL EVALUATION TALBOT STREET SLOPE STABILIZATION, SAN DIEGO, CALIFORNIA" HAS BEEN PREPARED BY NINYO AND MOORE FOR THIS PROJECT DATED MARCH 17, 2008.
- EXCAVATION IN THE VICINITY OF THE WALL FACE REQUIRES SPECIAL CARE AND EFFORT COMPARED TO GENERAL ROADWAY EXCAVATION DUE TO UTILITY AND WATER, SEWER, AND STORM DRAIN LATERAL CROSSINGS.
- FOR VERIFICATION & PROOF TEST NAIL LOCATIONS, SEE UPPER AND LOWER WALL ELEVATION SHEETS. FOR TESTING REQUIREMENTS, SEE SPECIAL PROVISIONS.

RETAINING WALL QUANTITIES

STRUCTURE EXCAVATION	630 CY
STRUCTURE BACKFILL	20 CY
SOIL NAIL ASSEMBLY (TOTAL SOIL NAIL LENGTH)	10,880 FT
UPPER SOIL NAIL WALL	5,000 SF
LOWER SOIL NAIL WALL	2,400 SF
LOWER RETURN WALL	90 SF
BAR REINFORCING SOIL NAIL WALLS	50,000 LB
BAR REINFORCING LOWER RETURN WALL	1000 LB
SHOTCRETE SOIL NAIL WALLS	185 CY
SHOTCRETE LOWER RETURN WALL	10 CY
CABLE RAIL FENCE	235 FT
COMPOSITE DRAIN STRIP	1,250 SF



TALBOT STREET

FROM CL STA 9+33.05 TO STA 11+53.14
(WALL STA 0+00 TO STA 2+20.21)
NOT TO SCALE

CONSTRUCTION NOTES:

- REMOVE AND CONSTRUCT 6" CURB AND 1.5' GUTTER PER CITY OF SAN DIEGO STD DWG G-2 (MODIFIED WITH 1.5' GUTTER).
- CONSTRUCT 4" PCC THICK MISCELLANEOUS CONCRETE SURFACING PER CITY OF SAN DIEGO STD DWG G-7.
- REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND CONSTRUCT FULL DEPTH (MINIMUM 6") ASPHALT CONCRETE (AC) PAVING ON EXISTING BASE ROCK. ASPHALT CONCRETE SHALL BE C2-PG 64-10-RAP PER SECTION 203-6 AND 302-5 OF APWA (GREENBOOK) STD SPECIFICATIONS.
- CONSTRUCT EMULSION AGGREGATE SLURRY SEAL SS-1h, TYPE 1 PER SECTION 203-5 AND 302-4 OF APWA (GREENBOOK) STD SPECIFICATIONS.



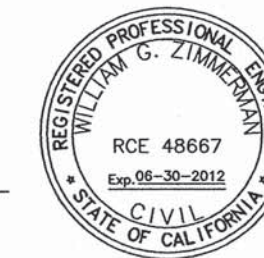
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CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

William G. Zimmerman
WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER

1/17/11
DATE



W.G. ZIMMERMAN ENGINEERING, INC.

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FAX: 714-799-1701

TALBOT STREET SLOPE RESTORATION PROJECT CONSTRUCTION NOTES

CITY OF SAN DIEGO, CALIFORNIA SHEET 2 OF 31 SHEETS				WBS_S-00609	
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER DATE				SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN ASSOCIATE ENGINEER
ORIGINAL	RB/RC		1-17-11		CASEY CROWN PROJECT ENGINEER
					203-1696
					LAMBERT COORDINATES
CONTRACTOR	DATE STARTED			36111-2-D	
INSPECTOR	DATE COMPLETED				

CONSTRUCTION NOTES:

- 1 PROTECT
- 2 CONSTRUCT LOWER SOIL NAIL WALL WITH COLORED SHOTCRETE ARCHITECTURAL ROCK FINISH. SEE LOWER WALL DETAIL ON SHEET 6.
- 3 CONSTRUCT UPPER SOIL NAIL WALL AND FAUX WOOD CABLE RAIL FENCE PER UPPER WALL DETAIL ON SHEET 7 AND CABLE RAIL FENCE DETAIL ON SHEET 23 (LC-5).
- 4 RECONSTRUCT 4" SEWER LATERAL WITH 4" PVC C900 CLASS 200 WITH CONCRETE CUT-OFF WALL ANCHORS PER CITY OF SAN DIEGO STD DWG SP-07 PLACED IMMEDIATELY DOWNHILL OF EACH BELL OR JOINT AT MAX 20'.
- 5 REMOVE EXISTING EXPOSED 4" STORM DRAIN AND CONSTRUCT NEW 4" STORM DRAIN WITH 4" PVC C9 CLASS 200 WITH PIPE CONCRETE CUT-OFF WALL ANCHORS PER CITY OF SAN DIEGO STD DWG SP-07 PLACED IMMEDIATELY DOWNHILL OF EACH BELL OR JOINT AT MAX 20' AND WITH SIDEWALK UNDERDRAIN PER SAN DIEGO STD DWG D-27.
- 6 CONSTRUCT 3" PVC SCH 80 WALL AND GUTTER DRAIN WITH GUTTER OUTLET PER CALTRANS STD PLAN B3-9 AND SAN DIEGO SIDEWALK UNDERDRAIN PIPE STD DWG D-27.
- 7 RECONSTRUCT 1" WATER LINE WITH 1" COPPER PIPE TYPE K SOFT PER SAN DIEGO STD DWG WS-01 WITH CUT-OFF WALLS PER SAN DIEGO STD DWG SP-07 AND THRUST BLOCKS PER SAN DIEGO STD DWG WT-01.
- 8 HOT TAP AND CONNECT TO EXIST 6" WATER AND INSTALL 3/4" IRRIGATION WATER METER SERVICE AND BOX PER CITY OF SAN DIEGO STD DWGS SDW-134, SDW-136, WP-01, WP-02, WR-01, WS-01, WS-03, AND SDW-100.
- 9 REMOVE AND CONSTRUCT 6" CURB AND 1.5' GUTTER PER CITY OF SAN DIEGO STD DWG G-2 (MODIFIED WITH 1.5' GUTTER).
- 10 CONSTRUCT 4" PCC THICK MISCELLANEOUS CONCRETE SURFACING PER CITY OF SAN DIEGO STD DWG G-7.
- 11 REMOVE EXISTING ASPHALT CONCRETE PAVEMENT AND CONSTRUCT FULL DEPTH (MINIMUM 6") ASPHALT CONCRETE (AC) PAVING ON EXISTING BASE ROCK. ASPHALT CONCRETE SHALL BE C2-PG 64-10-RAP PER SECTION 203-6 AND 302-5 OF APWA (GREENBOOK) STD SPECIFICATIONS.
- 12 CONSTRUCT EMULSION AGGREGATE SLURRY SEAL SS-1h, TYPE 1 PER SECTION 203-5 AND 302-4 OF APWA (GREENBOOK) STD SPECIFICATIONS.
- 13 REPAIR OR RECONSTRUCT EXIST WATER SERVICE, METER, BOX, AND WATERLINE AS NEEDED PER CITY OF SAN DIEGO STD DWGS SDW-134, SDW-136, WP-01, WP-02, WS-03, AND SDW-100.



GENERAL NOTES

1. SOIL NAILS SHALL NOT EXTEND BEYOND SOIL NAIL EASEMENT

LEGEND

ESMT EASEMENT
WALL LOL WALL LAYOUT LINE

NO.	DELTA	RADIUS	LENGTH	TANGENT
A	3°33'57"	875.35'	54.48'	27.25'
B	10°50'25"	82.16'	15.54'	7.80'
C	7°33'38"	112.55'	14.85'	7.44'
D	3°15'40"	790.01'	44.96'	22.49'
E	6°16'12"	231.82'	25.37'	12.70'

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

 WILLIAM G. ZIMMERMAN
 REGISTERED CIVIL ENGINEER



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 HUNTINGTON BEACH, CA 92649
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TALBOT STREET SLOPE RESTORATION PROJECT LAYOUT			
CITY OF SAN DIEGO, CALIFORNIA SHEET 3 OF 31 SHEETS		WBS_S-00609	
APPROVED CITY ENGINEER	DATE 7-29-11	SUBMITTED BY JAMAL BATA SENIOR ENGINEER	
DESCRIPTION ORIGINAL	BY RB/RC	APPROVED DATE 1/17/11	FILMED DATE
		CASEY CROWN ASSOCIATE ENGINEER	
		CASEY CROWN PROJECT ENGINEER	
		203-1696 LAMBERT COORDINATES	
CONTRACTOR		DATE STARTED	36111-3-D
INSPECTOR		DATE COMPLETED	

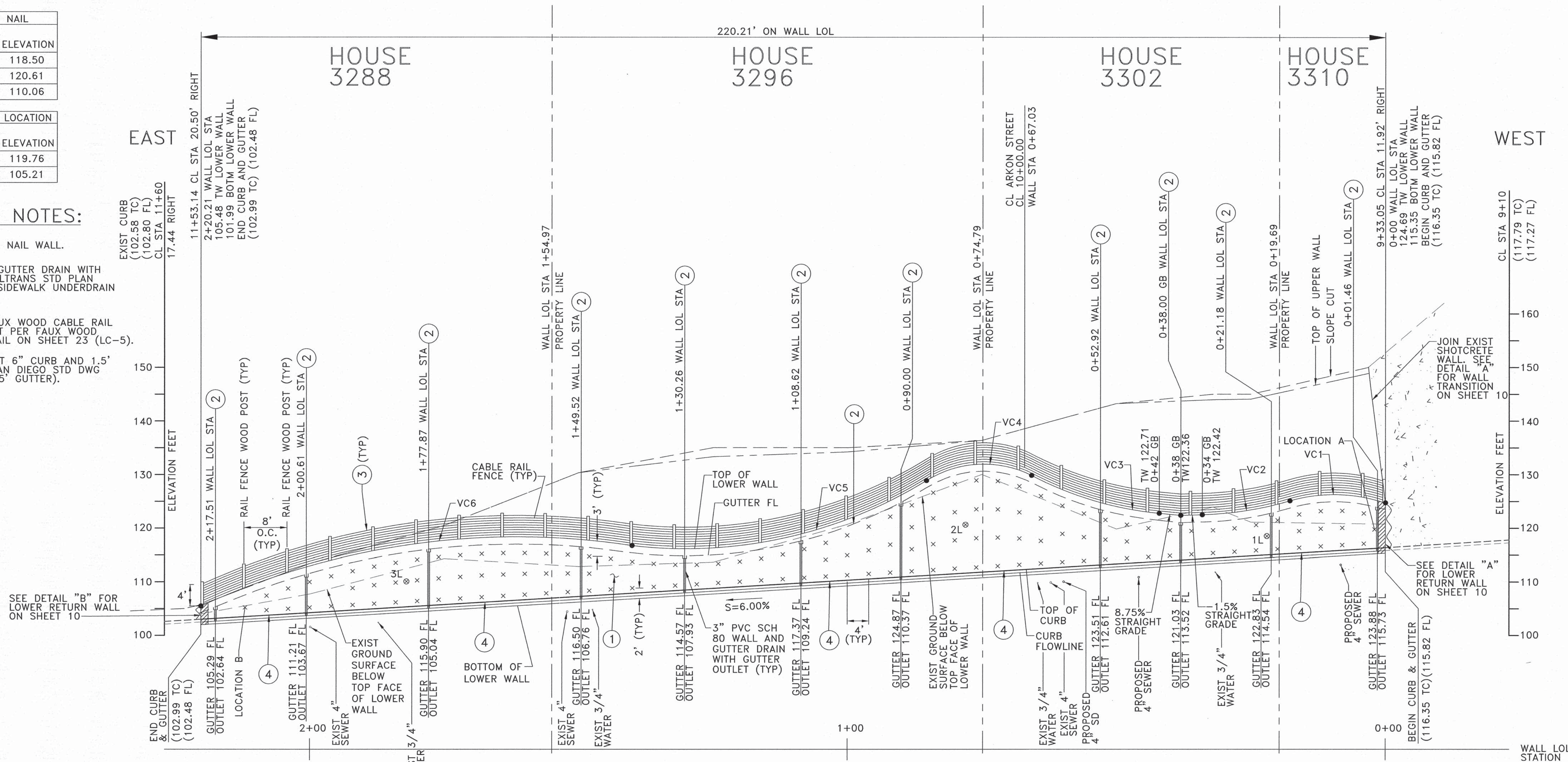
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PROOF TEST NAIL		
LOC	WALL LOL STATION	ELEVATION
1L	0+22	118.50
2L	0+78	120.61
3L	1+82	110.06

SPECIAL SOIL NAIL LOCATION		
LOC	WALL LOL STATION	ELEVATION
A	0+02	119.76
B	2+12	105.21

CONSTRUCTION NOTES:

1. CONSTRUCT LOWER SOIL NAIL WALL.
2. CONSTRUCT WALL AND GUTTER DRAIN WITH GUTTER OUTLET PER CALTRANS STD PLAN B3-9 AND SAN DIEGO SIDEWALK UNDERDRAIN PIPE STD DWG D-27.
3. CONSTRUCT 4' HIGH FAUX WOOD CABLE RAIL FENCE WITH WOOD POST PER FAUX WOOD CABLE RAIL FENCE DETAIL ON SHEET 23 (LC-5).
4. REMOVE AND CONSTRUCT 6" CURB AND 1.5' GUTTER PER CITY OF SAN DIEGO STD DWG G-2 (MODIFIED WITH 1.5' GUTTER).



VERTICAL CURVE DATA						
	BVC WALL LOL STA.	BVC EL.	EVC WALL LOL STA.	EVC EL.	VC LENGTH	IN SLOPE
VC 1	0+00	124.69	0+17.72	125.09	17.72	34.5%
VC 2	0+17.72	125.09	0+34.00	122.42	16.28	-29.9%
VC 3	0+42.00	122.71	0+65.70	129.82	23.70	10.33%
VC 4	0+65.70	129.82	0+85.27	128.86	19.56	49.6%
VC 5	0+85.27	128.86	1+40.05	116.72	54.78	-59.4%
VC 6	1+40.05	116.72	2+20.21	105.48	80.16	-43.1%

SYMBOLS AND LEGEND:

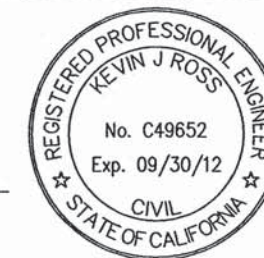
- ⊗ SOIL NAIL
- PROOF TEST NAIL
- END/BEGIN V.C. OR GRADE BREAK POINT
- WALL LOL
- SLOPE CUT
- TOP OF UPPER WALL

CONSTRUCTION CHANGE TABLE	
CHANGE	DATE

PREPARED UNDER THE SUPERVISION OF

KEVIN J ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE



NOTE:

1. CONTRACTOR SHALL REGRADE ENDS OF WALL AS APPROVED BY THE ENGINEER.
2. WEAKENED PLANE JOINTS AND EXPANSION JOINTS SHALL BE PLACED ACCORDING TO CALTRANS STD PLAN BO-3. LOCATIONS SHALL BE PLACED AT CENTERLINE BETWEEN NAILS LOCATIONS. LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
3. MAXIMUM VERTICAL SPACING BETWEEN NAILS SHALL BE 5'-4". INTERMEDIATE NAILS SHALL BE SPACED EQUALLY BETWEEN TOP AND BOTTOM NAILS AS SHOWN.

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**TALBOT STREET SLOPE RESTORATION PROJECT
DEVELOPED LOWER WALL ELEVATION**

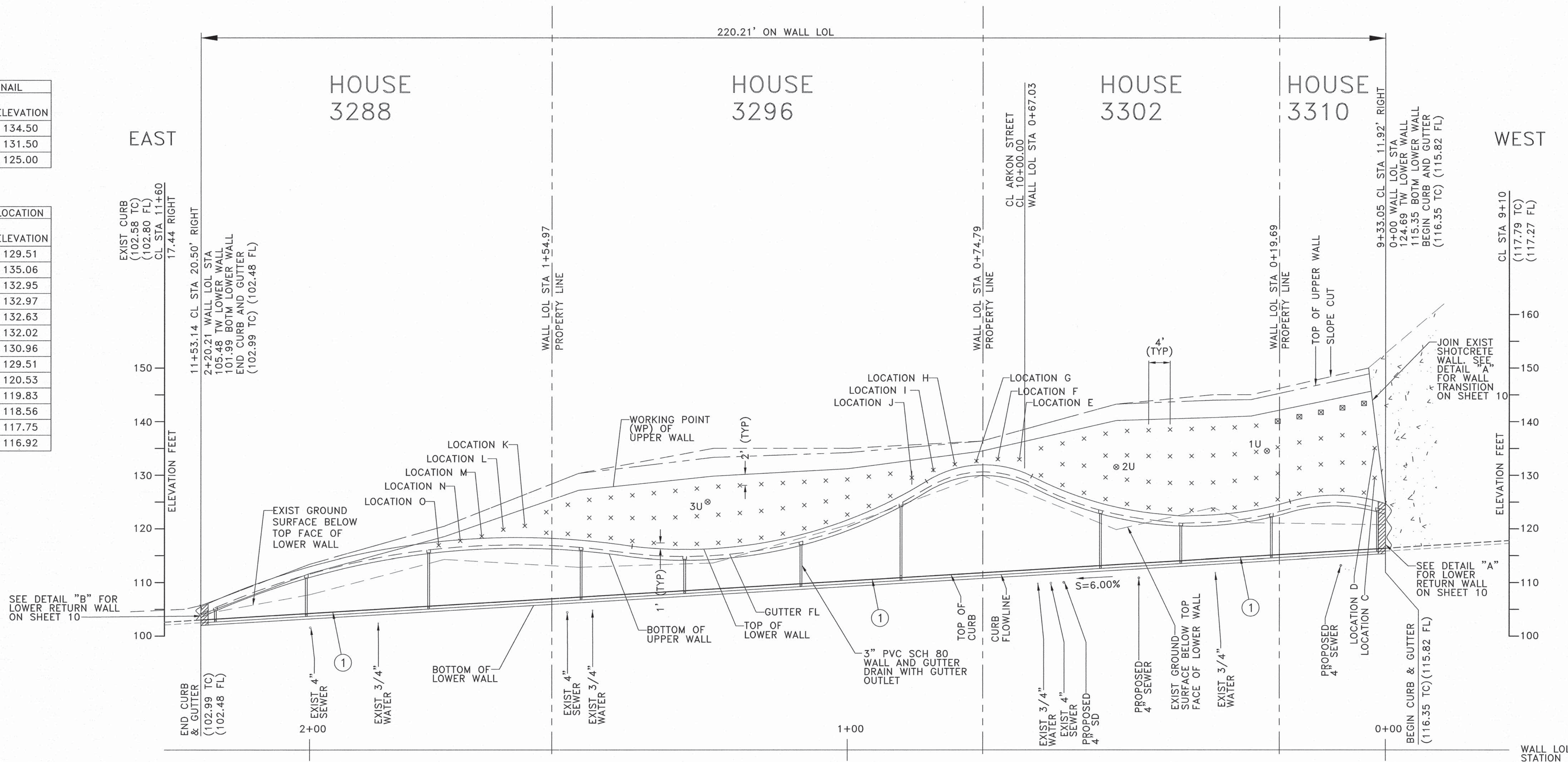
CITY OF SAN DIEGO, CALIFORNIA SHEET 4 OF 31 SHEETS				WBS_S-00609
APPROVED: <i>Kevin J. Ross</i> CITY ENGINEER	DATE: 7-29-11	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER		
DESCRIPTION: ORIGINAL	BY: RB/RC	APPROVED: 1/17/11	DATE: 1/17/11	FILMED: CASEY CROWN ASSOCIATE ENGINEER
CONTRACTOR: _____				DATE STARTED: _____
INSPECTOR: _____				DATE COMPLETED: _____
36111-4-D				LAMBERT COORDINATES



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PROOF TEST NAIL		
LOC	WALL LOL STATION	ELEVATION
1U	0+22	134.50
2U	0+50	131.50
3U	1+26	125.00

SPECIAL SOIL NAIL LOCATION		
LOC	WALL LOL STATION	ELEVATION
C	0+02	129.51
D	0+02	135.06
E	0+68	132.95
F	0+72	132.97
G	0+76	132.63
H	0+80	132.02
I	0+84	130.96
J	0+88	129.51
K	1+60	120.53
L	1+64	119.83
M	1+68	118.56
N	1+72	117.75
O	1+76	116.92



CONSTRUCTION NOTES:

- ① REMOVE AND CONSTRUCT 6" CURB AND 1.5' GUTTER PER CITY OF SAN DIEGO STD DWG 6-2 (MODIFIED WITH 1.5' GUTTER).

**TALBOT STREET
DEVELOPED UPPER WALL ELEVATION**

SCALE:

HORIZ: 1"=10'
VERT: 1"=10'

SYMBOLS AND LEGEND:

- x SOIL NAIL
- ⊗ PROOF TEST NAIL
- ⊠ 23' LONG SOIL NAILS
- WALL LOL
- SLOPE CUT
- TOP OF UPPER WALL

NOTE:

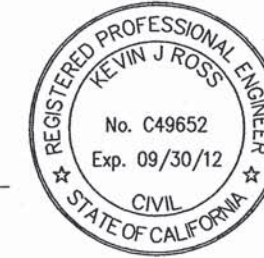
- WEAKENED PLANE JOINTS AND EXPANSION JOINTS SHALL BE PLACED ACCORDING TO BO-3. LOCATIONS SHALL BE PLACED AT CENTERLINE BETWEEN NAILS LOCATIONS. LOCATIONS SHALL BE APPROVED BY THE ENGINEER.
- TOP OF LOWER WALL CABLE RAIL FENCE NOT SHOWN FOR CLARITY.
- MAXIMUM VERTICAL SPACING BETWEEN NAILS SHALL BE 5'-4" INTERMEDIATE NAILS SHALL BE SPACED EQUALLY BETWEEN TOP AND BOTTOM NAILS AS SHOWN.

CONSTRUCTION CHANGE TABLE	
CHANGE	DATE

PREPARED UNDER THE SUPERVISION OF

Kevin J. Ross
KEVIN J ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE



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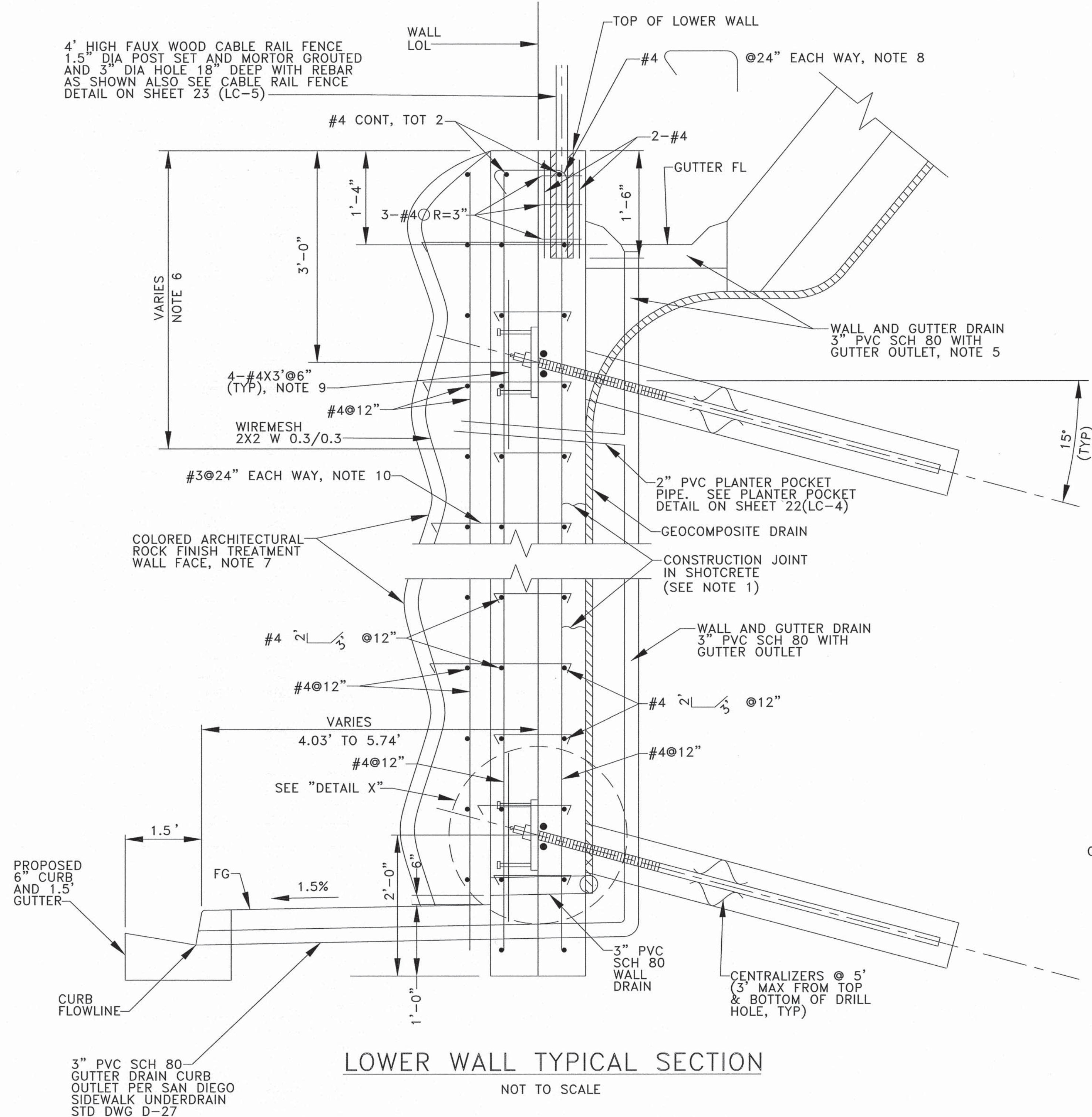
**TALBOT STREET SLOPE
RESTORATION PROJECT
DEVELOPED UPPER
WALL ELEVATION**

CITY OF SAN DIEGO, CALIFORNIA SHEET 5 OF 31 SHEETS				WBS_S-00609
APPROVED BY: <i>Kevin J. Ross</i> DATE: 7-29-11		SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB/RC		1/17/11	
				CASEY CROWN ASSOCIATE ENGINEER
				CASEY CROWN PROJECT ENGINEER
				203-1696
				LAMBERT COORDINATES
CONTRACTOR		DATE STARTED		36111-5-D
INSPECTOR		DATE COMPLETED		

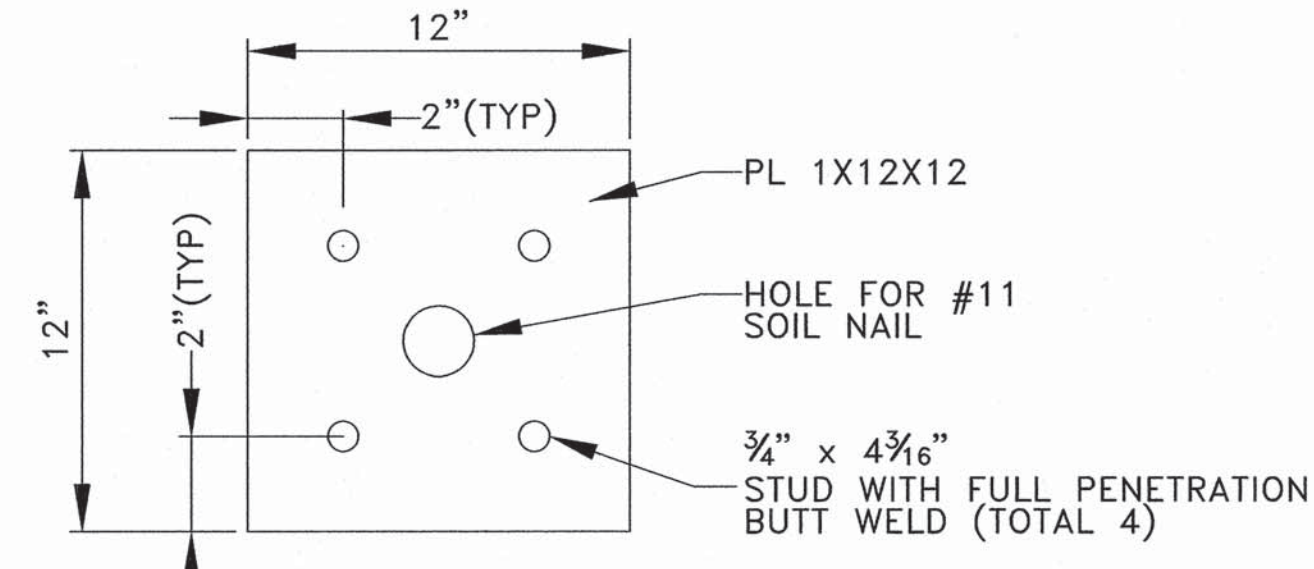


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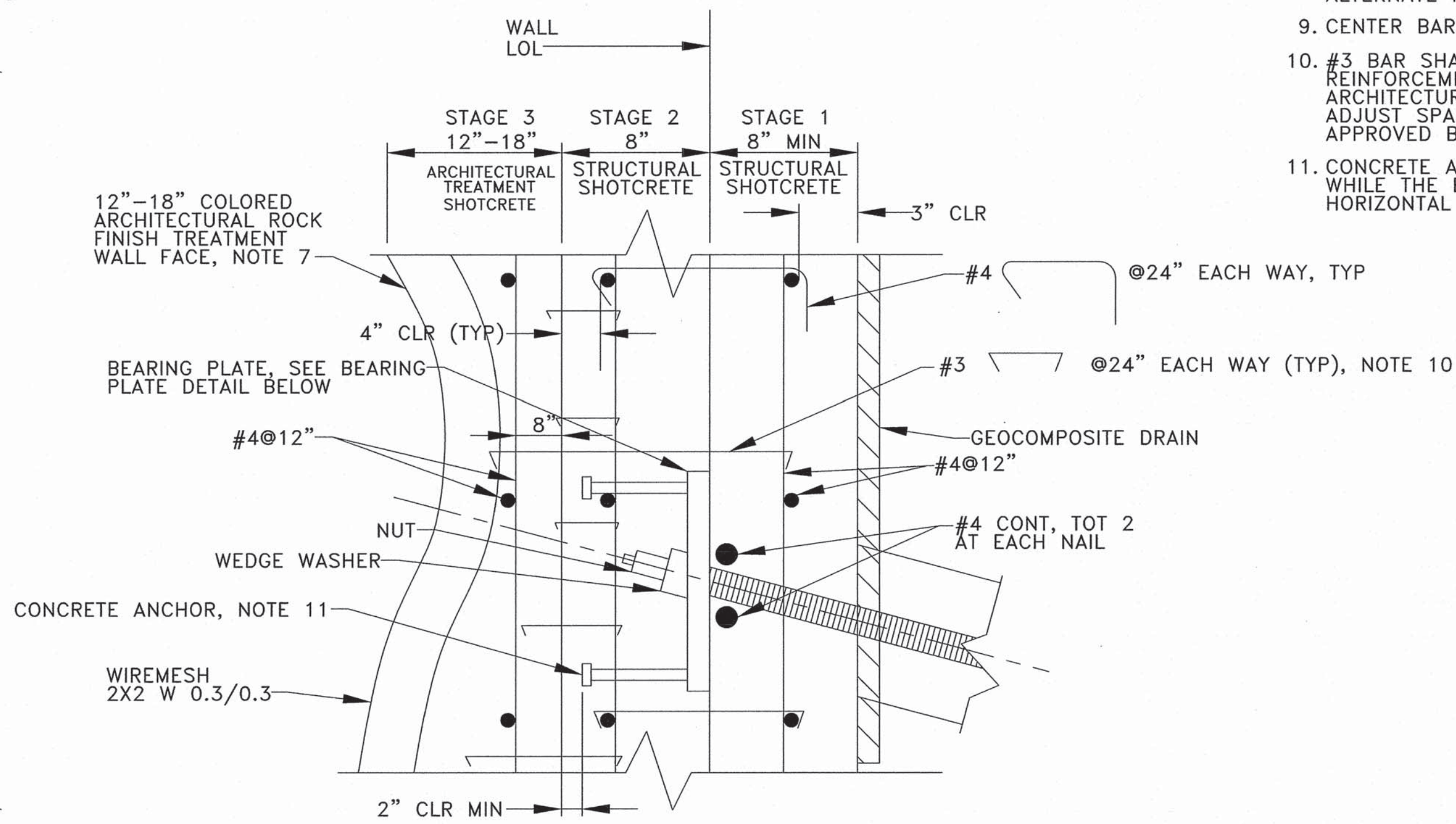
4' HIGH FAUX WOOD CABLE RAIL FENCE
1.5" DIA POST SET AND MORTAR GROUTED
AND 3" DIA HOLE 18" DEEP WITH REBAR
AS SHOWN ALSO SEE CABLE RAIL FENCE
DETAIL ON SHEET 23 (LC-5)



LOWER WALL TYPICAL SECTION
NOT TO SCALE



BEARING PLATE DETAIL
NOT TO SCALE



DETAIL X
NOT TO SCALE

LOWER WALL NOTES:

1. THE VERTICAL AND HORIZONTAL SHOTCRETE CONSTRUCTION JOINTS TO BE PLACED MIDWAY BETWEEN EACH SOIL NAIL ROW AND COLUMN. JOINTS SHALL BE LOCATED A MINIMUM OF 18" FROM ADJACENT SOIL NAIL ROWS AND COLUMNS. OPTIONAL JOINT LOCATIONS TO BE APPROVED BY THE ENGINEER.
2. VERTICAL AND HORIZONTAL CONSTRUCTION JOINTS IN THE STAGE 2 SHOTCRETE SHALL BE LOCATED A MINIMUM OF 18" FROM A CONSTRUCTION JOINT IN THE STAGE 1 SHOTCRETE LAYER.
3. FOR WALL ALIGNMENT, HEIGHTS, ELEVATIONS, SOIL NAIL LAYOUT, AND DETAILS, SEE "LAYOUT" AND "ELEVATION" SHEETS.
4. FOR VERTICAL AND HORIZONTAL SPACING OF SOIL NAILS, SEE "ELEVATION" SHEETS.
5. FOR GUTTER DRAIN INLET AND DOWN DRAIN DETAILS, SEE "WALL DRAIN DETAIL" SHEET.
6. PLACE TEMPORARY FORMWORK AND SHORING AS REQUIRED TO CONSTRUCT TOP OF WALL.
7. FOR ARCHITECTURAL DETAILS NOT SHOWN, SEE "LC" SHEETS.
8. HOOK TIES AROUND SHOTCRETE AND TYPICAL WALL REINFORCEMENT AS SHOWN. ALTERNATE HOOKS.
9. CENTER BARS AROUND EACH SOIL NAIL.
10. #3 BAR SHALL HOOK AROUND REINFORCEMENT IN STAGE 1 SHOTCRETE AND ARCHITECTURAL CONCRETE AS SHOWN. ADJUST SPACING TO CLEAR ANCHORAGES AS APPROVED BY THE ENGINEER.
11. CONCRETE ANCHORS ARE TO BE WELDED WHILE THE BEARING PLATE IS IN A HORIZONTAL POSITION.

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CONSTRUCTION CHANGE TABLE	
CHANGE DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF
Kevin J. Ross
KEVIN J. ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE

W.G. ZIMMERMAN ENGINEERING, INC.
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TALBOT STREET SLOPE RESTORATION PROJECT
LOWER WALL DETAIL

CITY OF SAN DIEGO, CALIFORNIA
SHEET 6 OF 31 SHEETS
WBS S-00609

APPROVED: *Jamal Crown* 7-29-11
CITY ENGINEER DATE

SUBMITTED BY: JAMAL CROWN
SENIOR ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB/RC		1/17/11	

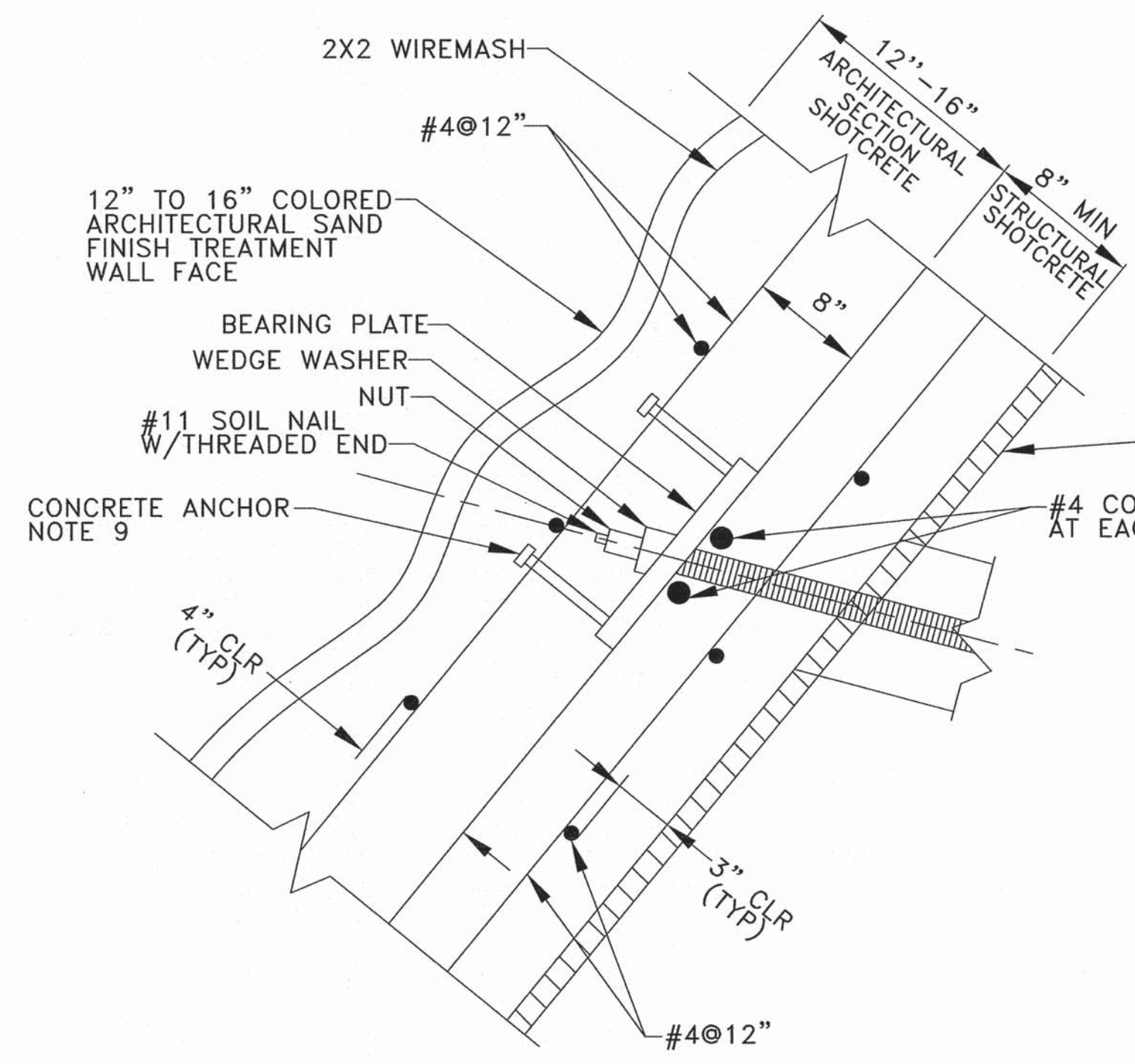
CASEY CROWN
ASSOCIATE ENGINEER

CASEY CROWN
PROJECT ENGINEER

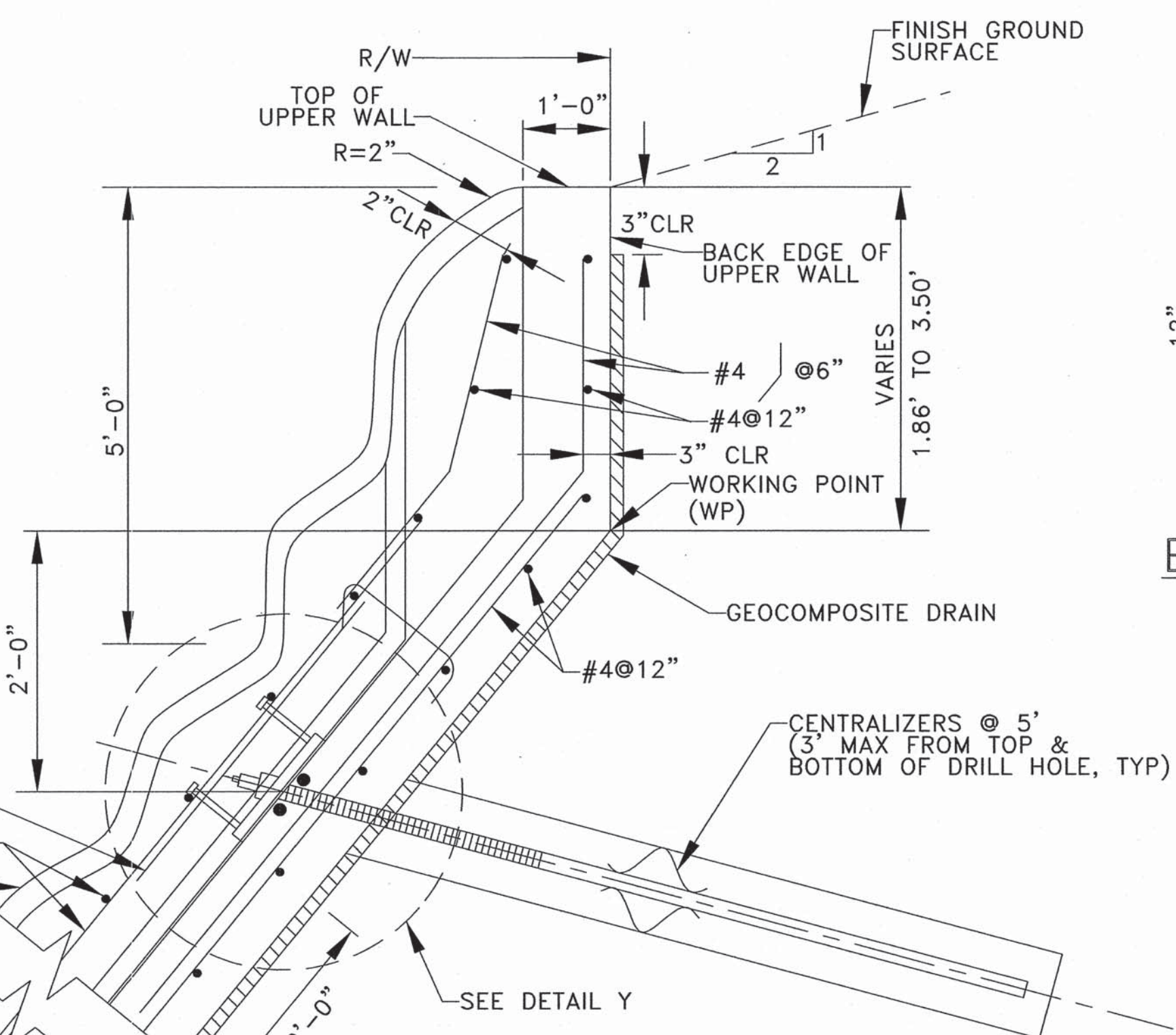
203-1696
LAMBERT COORDINATES

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

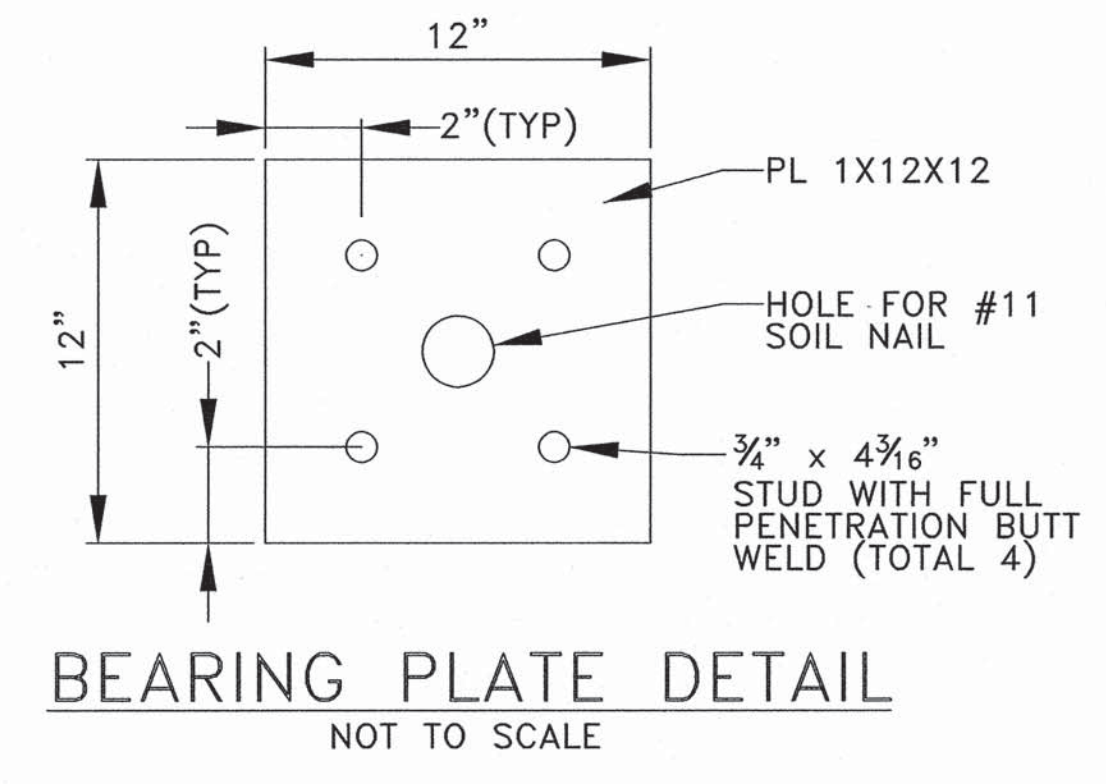
36111-6 - D



DETAIL Y
NOT TO SCALE



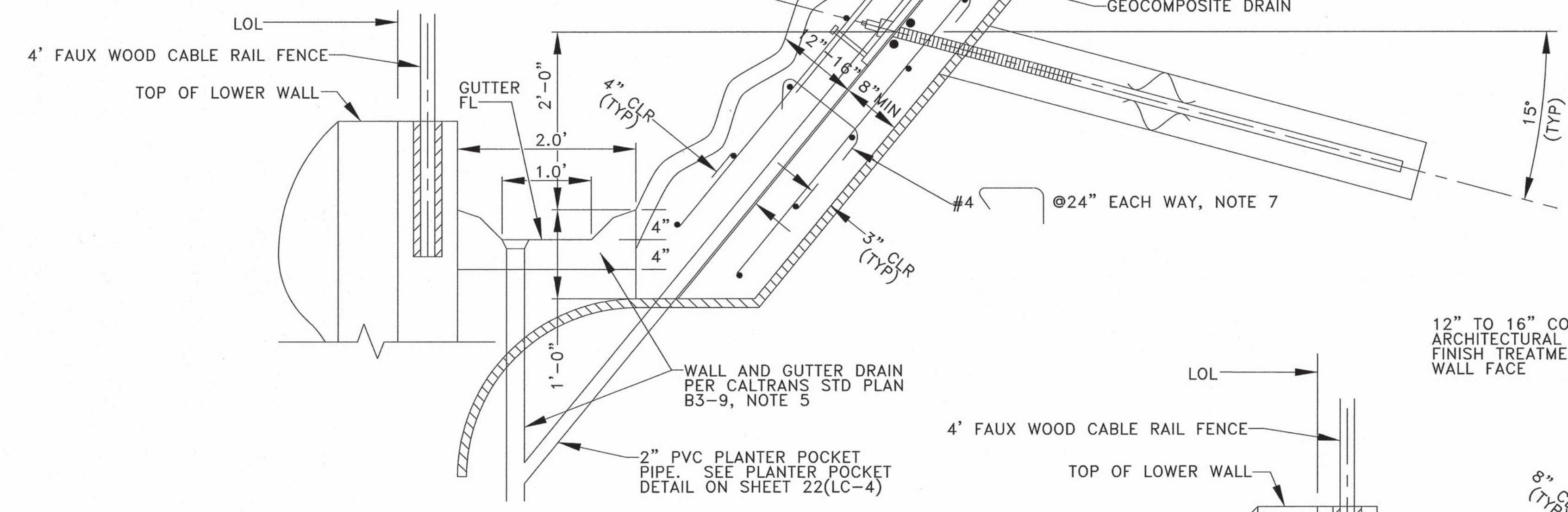
UPPER WALL TYPICAL SECTION
STATION 0+00 TO 1+72
NOT TO SCALE



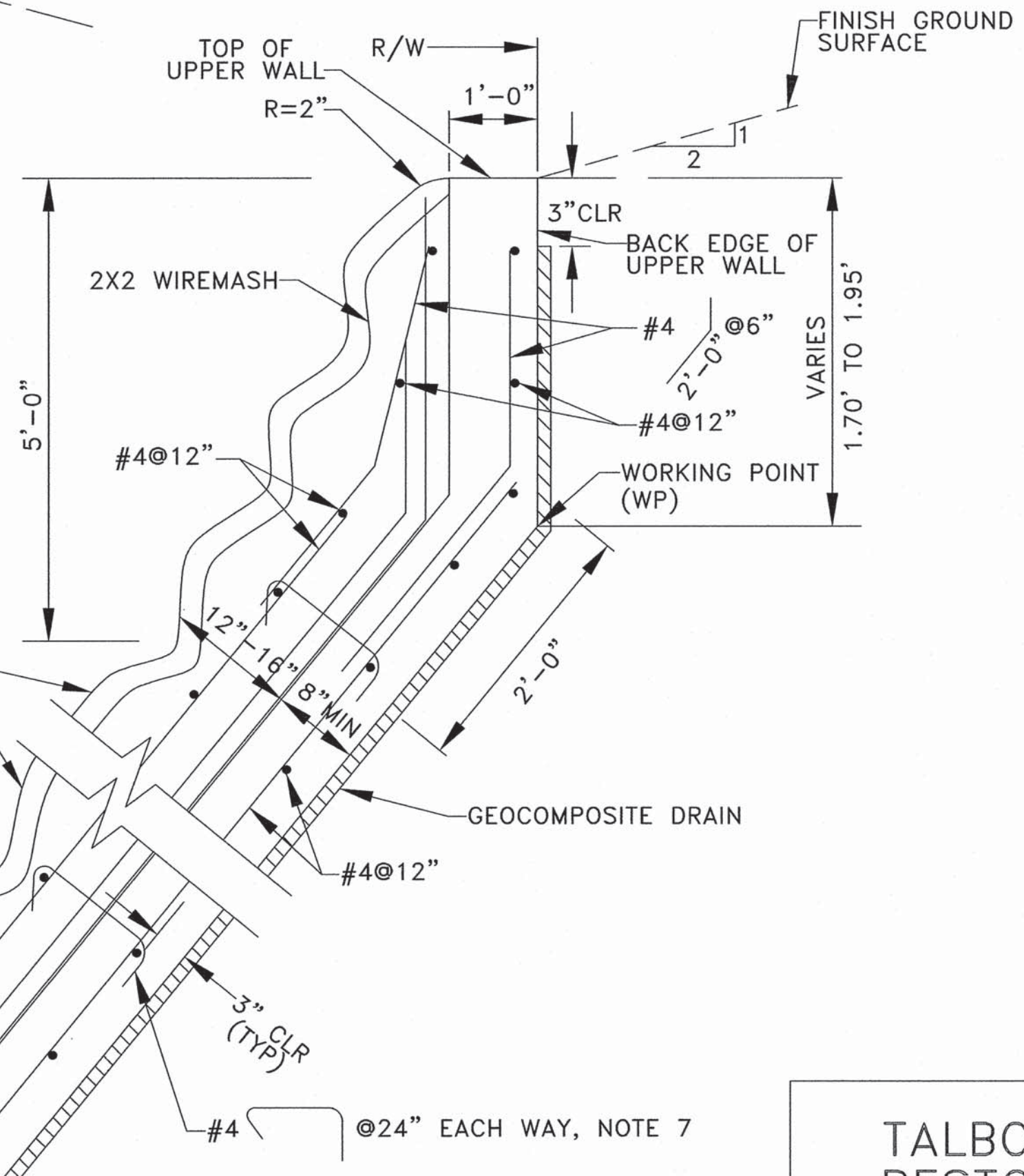
BEARING PLATE DETAIL
NOT TO SCALE

NOTES:

1. THE VERTICAL AND HORIZONTAL SHOTCRETE CONSTRUCTION JOINTS TO BE PLACED MIDWAY BETWEEN EACH SOIL NAIL ROW AND COLUMN. JOINTS SHALL BE LOCATED A MINIMUM OF 18" FROM ADJACENT SOIL NAIL ROWS AND COLUMNS. OPTIONAL JOINT LOCATIONS TO BE APPROVED BY THE ENGINEER.
2. VERTICAL AND HORIZONTAL CONSTRUCTION JOINTS IN THE ARCHITECTURAL SECTION SHOTCRETE SHALL BE LOCATED A MINIMUM OF 18" FROM A CONSTRUCTION JOINT IN THE STRUCTURAL SHOTCRETE LAYER.
3. FOR WALL ALIGNMENT, HEIGHTS, ELEVATIONS, SOIL NAIL LAYOUT, AND DETAILS, SEE "LAYOUT" AND "ELEVATION" SHEETS.
4. FOR VERTICAL AND HORIZONTAL SPACING OF SOIL NAILS, SEE "ELEVATION" SHEETS.
5. FOR GUTTER DRAIN INLET AND DOWN DRAIN DETAILS, SEE "WALL DRAIN DETAIL" SHEET.
6. FOR ARCHITECTURAL DETAILS NOT SHOWN, SEE "LC" SHEETS.
7. HOOK TIES AROUND SHOTCRETE AND TYPICAL WALL REINFORCEMENT AS SHOWN. ALTERNATE HOOKS.
8. CENTER BARS AROUND EACH SOIL NAIL.
9. CONCRETE ANCHORS ARE TO BE WELDED WHILE THE BEARING PLATE IS IN A HORIZONTAL POSITION.



UPPER WALL TYPICAL SECTION
STATION 1+72 TO 2+14
NOT TO SCALE



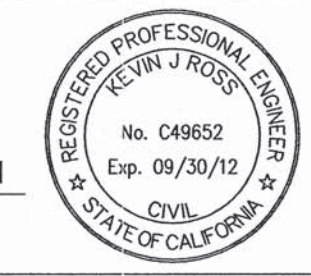
TALBOT STREET SLOPE RESTORATION PROJECT
UPPER WALL DETAIL

CITY OF SAN DIEGO, CALIFORNIA		SHEET 7 OF 31 SHEETS		WBS_S-00609	
APPROVED BY: <i>Jamal Batta</i> 7-29-11		DATE: 7-29-11		SUBMITTED BY: JAMAL BATTA, SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	RB/RC		1/17/11		CASEY CROWN, ASSOCIATE ENGINEER
					CASEY CROWN, PROJECT ENGINEER
					203-1696
					LAMBERT COORDINATES
CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED		36111-7-D

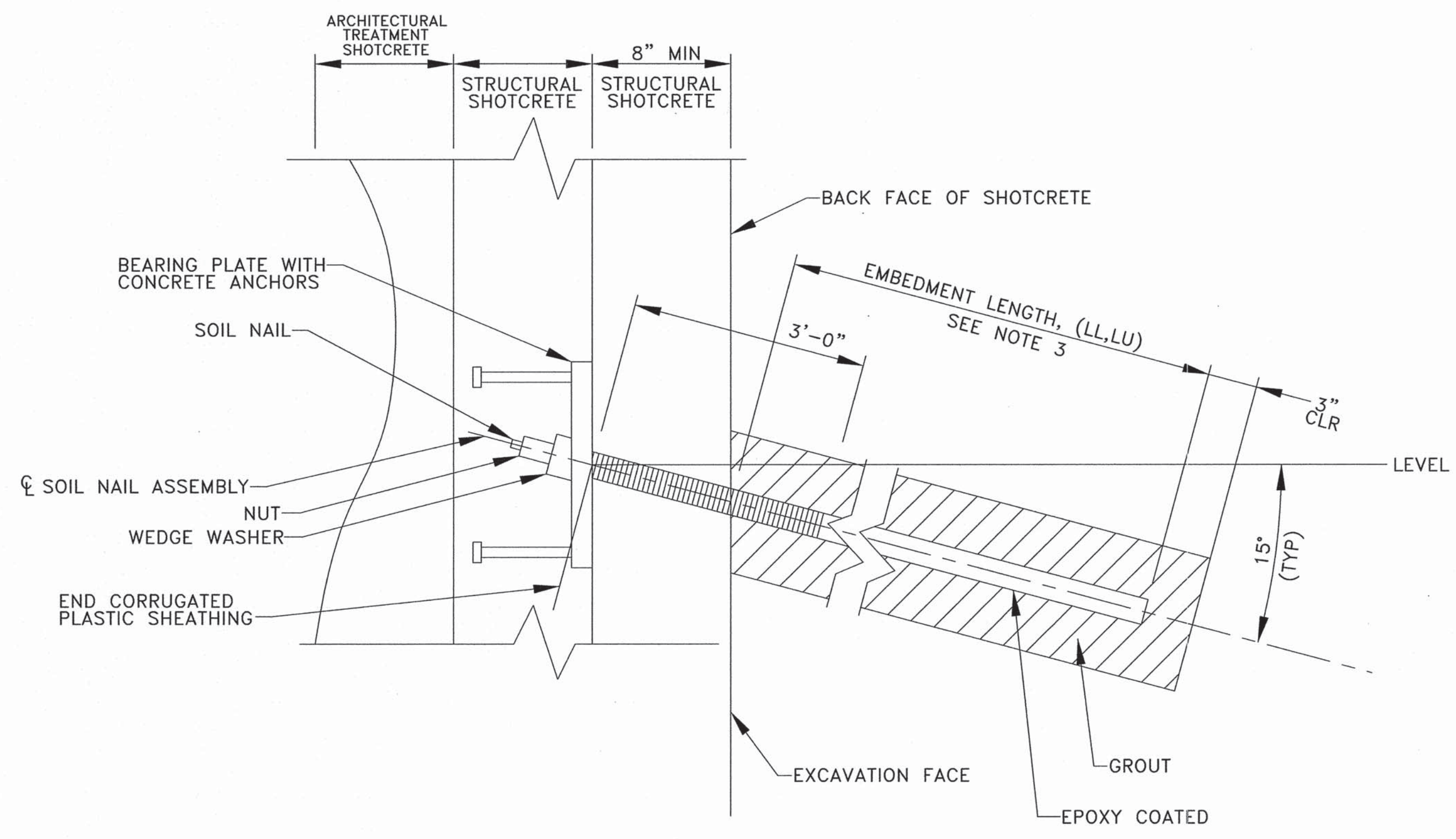
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1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

CONSTRUCTION CHANGE TABLE	
CHANGE	DATE
	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF
Kevin J. Ross
KEVIN J. ROSS
REGISTERED CIVIL ENGINEER
DATE: 1/17/2011

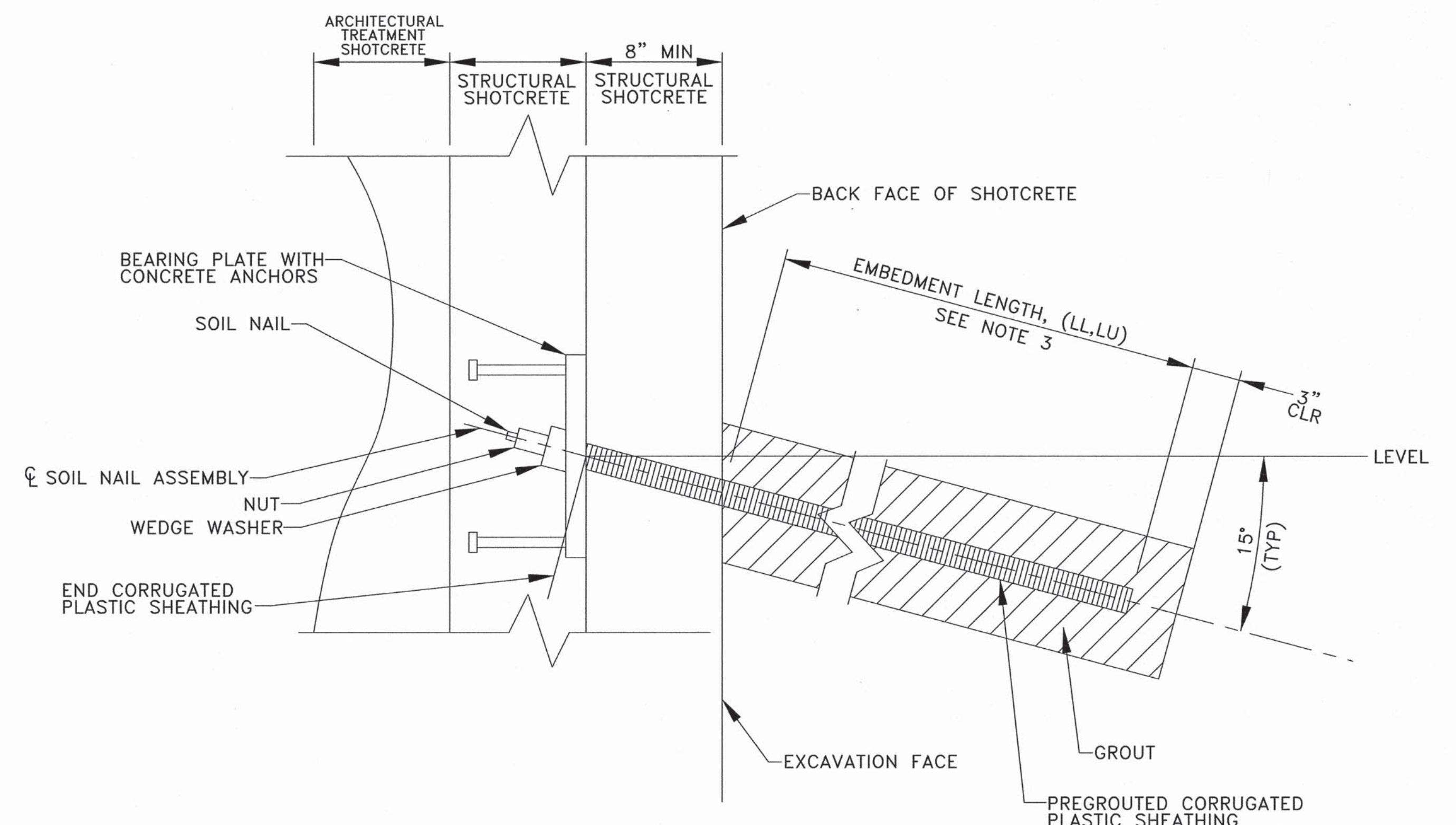


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ALTERNATIVE 1

NOTE 4
NOT TO SCALE



ALTERNATIVE 2

NOTE 4
NOT TO SCALE

SOIL NAIL ASSEMBLY NOTES:

1. WALL FACING REINFORCEMENT NOT SHOWN.
2. SOIL NAILS: #11 BAR GRADE 60
3. FOR EMBEDMENT LENGTH (LL,LU), SEE "CONSTRUCTION NOTES" SHEET, SHEET 2.
4. AT THE OPTION OF THE CONTRACTOR, THE SOIL NAILS MAY BE EITHER OF THE FOLLOWING:
 - I) THE ENTIRE NAIL IS TO BE EPOXY COATED AND 3 FEET WITHIN THE END IS TO BE ENCASED IN PREGROUTED CORRUGATED PLASTIC SHEATHING.
 - II) NO EPOXY COATING IS REQUIRED, HOWEVER, THE ENTIRE SOIL NAIL IS TO BE ENCASED IN A PREGROUTED CORRUGATED PLASTIC SHEATHING.



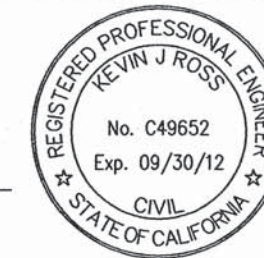
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CHANGE		DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

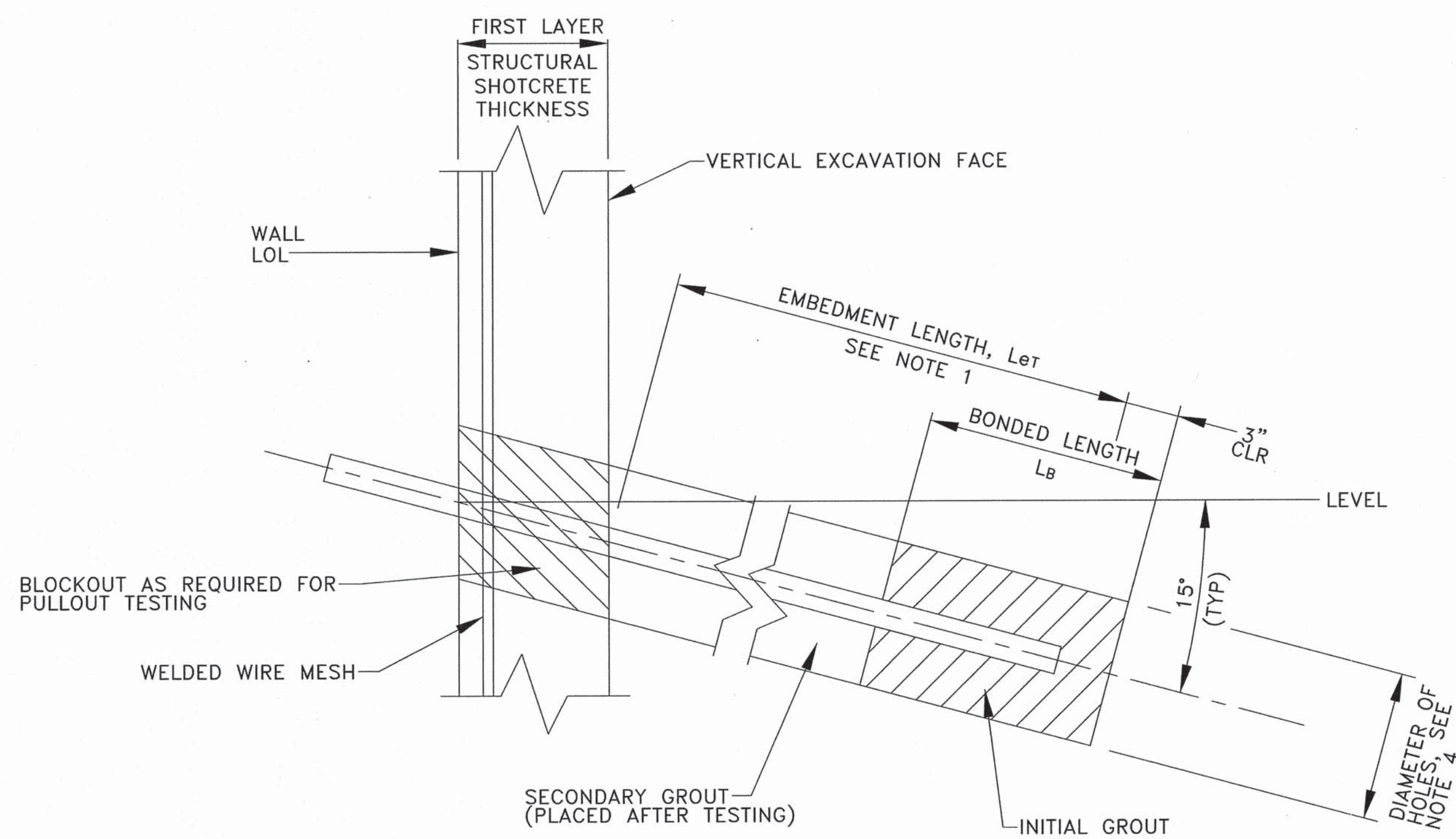
Kevin J. Ross
KEVIN J. ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE

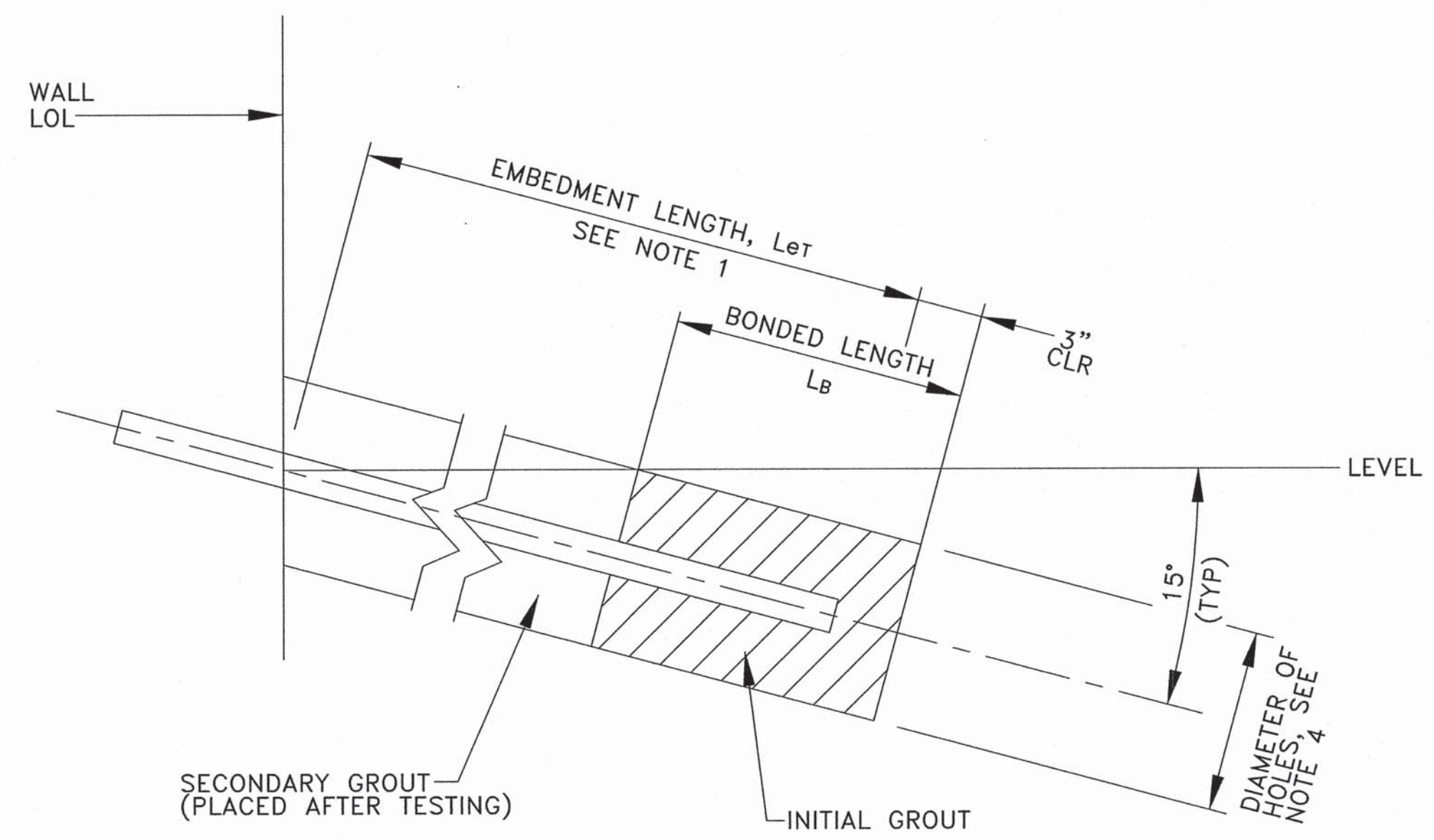


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CITY OF SAN DIEGO, CALIFORNIA				SHEET 8 OF 31 SHEETS		WBS_S-00609	
APPROVED BY: <i>Jamal Batta</i>		DATE: 7-29-11		SUBMITTED BY: JAMAL BATTA		SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN		
ORIGINAL	RB/RC		1-17-11		ASSOCIATE ENGINEER		
					CASEY CROWN		
					PROJECT ENGINEER		
					203-1696		
					LAMBERT COORDINATES		
CONTRACTOR		DATE STARTED			36111-8-D		
INSPECTOR		DATE COMPLETED					



PROOF TEST SOIL NAIL ASSEMBLY DETAIL
NOT TO SCALE



VERIFICATION TEST SOIL NAIL ASSEMBLY DETAIL
NOT TO SCALE

NOTES:

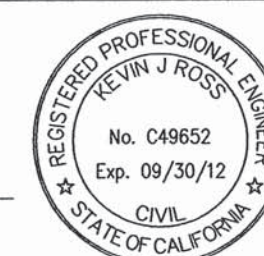
1. THE L_{eT} , EMBEDMENT LENGTH, OF PROOF TEST NAILS AND VERIFICATION TEST NAILS SHALL BE EQUAL TO $2/3$ OF THE EMBEDMENT LENGTH, L_{eT} OF ADJACENT SOIL NAIL ASSEMBLY, BUT NOT LESS THAN 10'.
2. TOTAL LENGTH OF THE PROOF TEST SOIL NAIL ASSEMBLY EQUALS EMBEDMENT LENGTH PLUS THE LENGTH REQUIRED FOR JACKING EQUIPMENT.
3. FOR LOCATION OF PROOF TEST SOIL NAIL ASSEMBLIES SEE "ELEVATION" SHEETS. ADDITIONAL PROOF TEST SOIL NAILS WILL BE INSTALLED AND TESTED PER SPECIAL PROVISIONS.
4. THE DIAMETER OF DRILLED HOLE WILL BE DETERMINED BY CONTRACTOR.
5. FOR BONDED LENGTH L_b , SEE SPECIAL PROVISIONS.
6. NOT ALL REINFORCEMENT SHOWN, SEE "LOWER WALL DETAIL" AND "UPPER WALL DETAIL" SHEETS.
7. ARCHITECTURAL TESTURE NOT SHOWN, SEE "LC1-LC5" SHEETS.
8. CONTRACTOR SHALL REPLACE OR REHABILITATE SOIL NAILS THAT FAIL UNDER TEST LOAD PER SPECIFICATIONS.

CHANGE		DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

Kevin J. Ross
KEVIN J. ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE

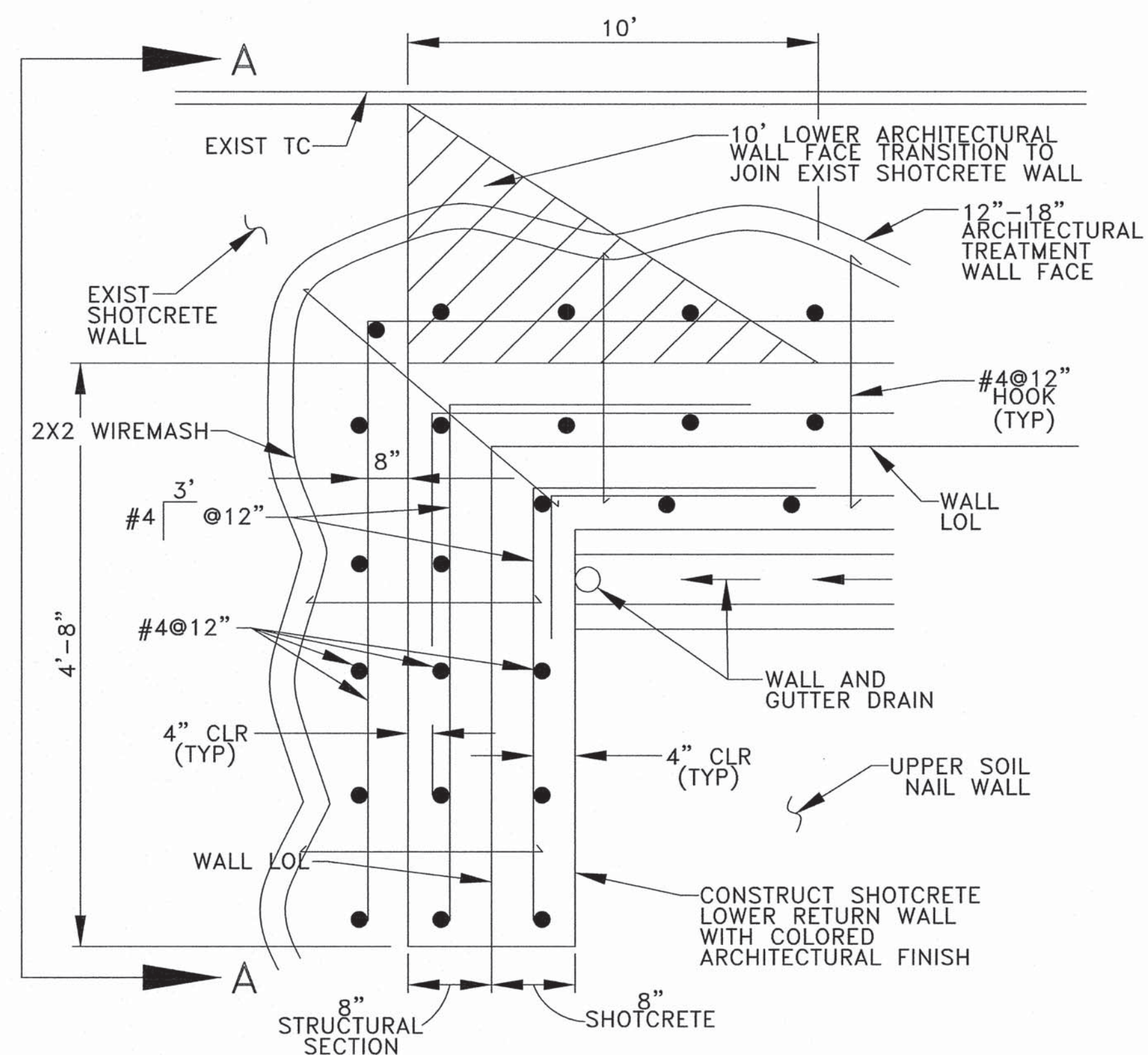


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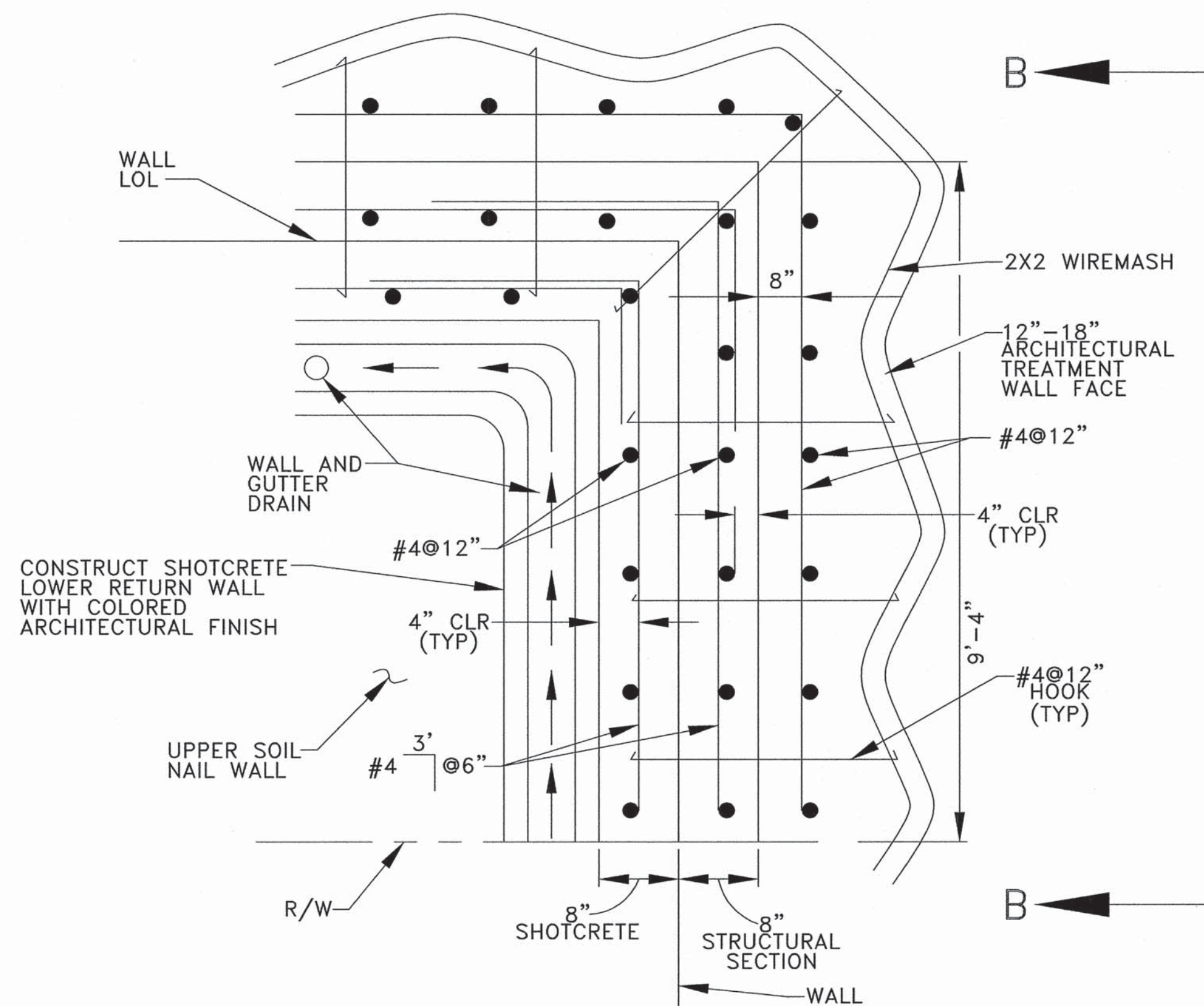
TALBOT STREET SLOPE RESTORATION PROJECT TEST SOIL NAIL DETAIL			
CITY OF SAN DIEGO, CALIFORNIA SHEET 9 OF 31 SHEETS			WBS S-00609
APPROVED <i>Jamal Batta</i> CITY ENGINEER	BY RB/RC	DATE 1/17/11	DATE 1/17/11
SUBMITTED BY JAMAL BATTA SENIOR ENGINEER			CASEY CROWN ASSOCIATE ENGINEER
DESCRIPTION ORIGINAL			CASEY CROWN PROJECT ENGINEER
			203-1696
			LAMBERT COORDINATES
CONTRACTOR			36111-9-D
INSPECTOR		DATE STARTED	DATE COMPLETED



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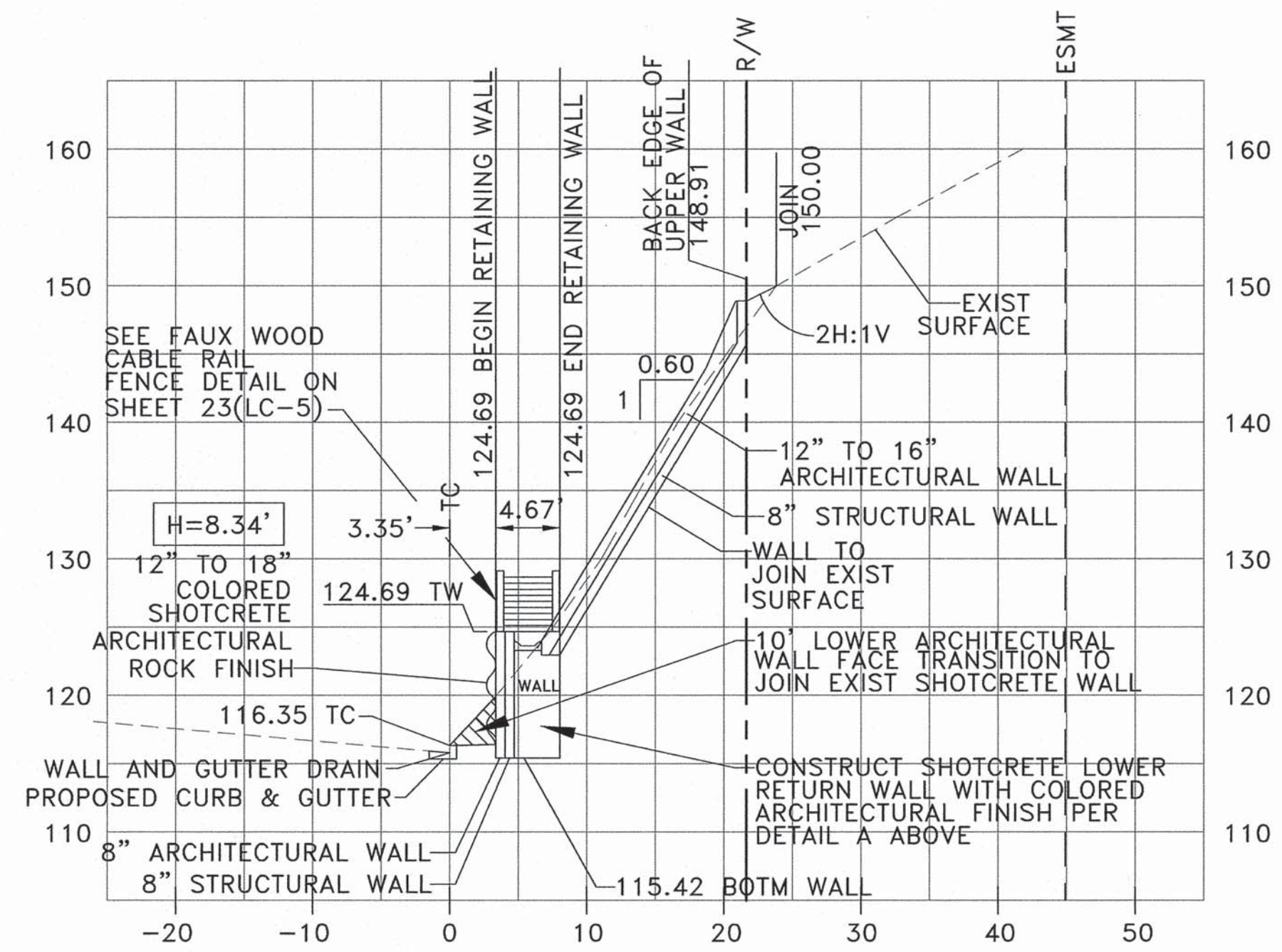


LOWER RETURN RETAINING WALL
DETAIL A
NTS



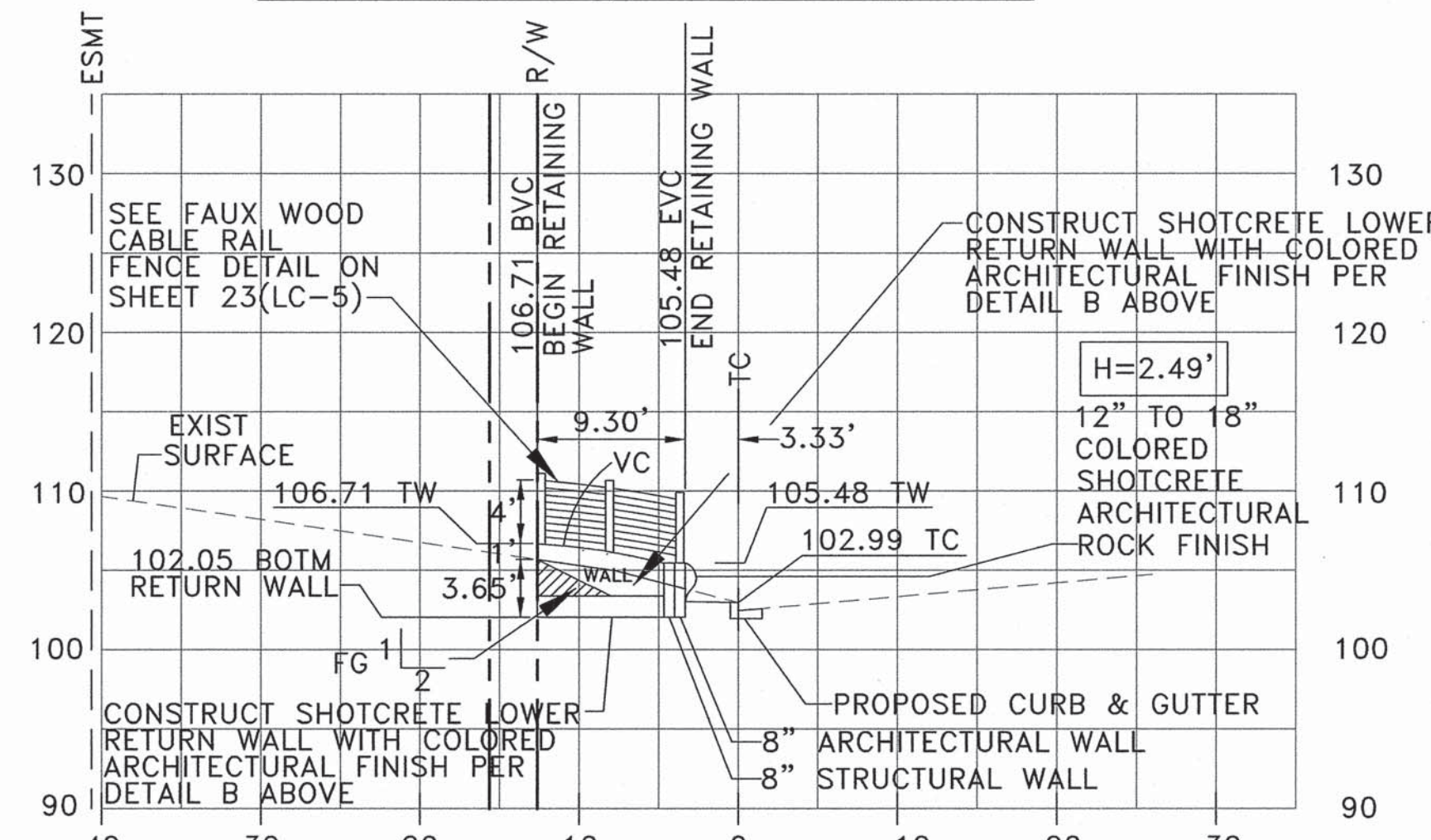
LOWER RETURN RETAINING WALL
DETAIL B
NTS

VERTICAL CURVE DATA					
	BVC EL.	EVC EL.	VC LENGTH	IN SLOPE	OUT SLOPE
VC	106.71	105.48	7.97	-5.7%	-25.1%



SECTION A-A
0+00 TO 0+10
(9+33.05 TO 9+44.94 CL)

SCALE:
HORIZ: 1"=10'
VERT: 1"=10'



LOWER RETURN RETAINING WALL
SECTION B-B
2+20.21
(11+53.14 CL)

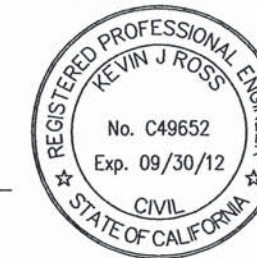
SCALE:
HORIZ: 1"=10'
VERT: 1"=10'

CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

KEVIN J ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE



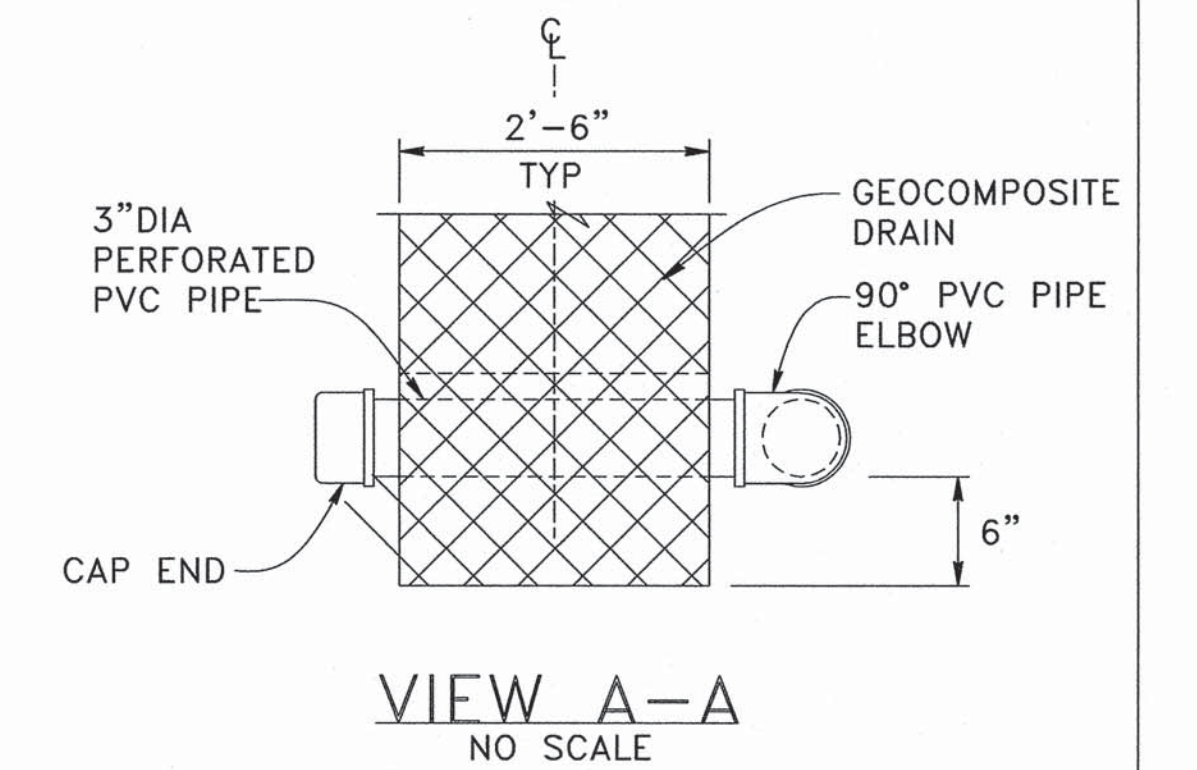
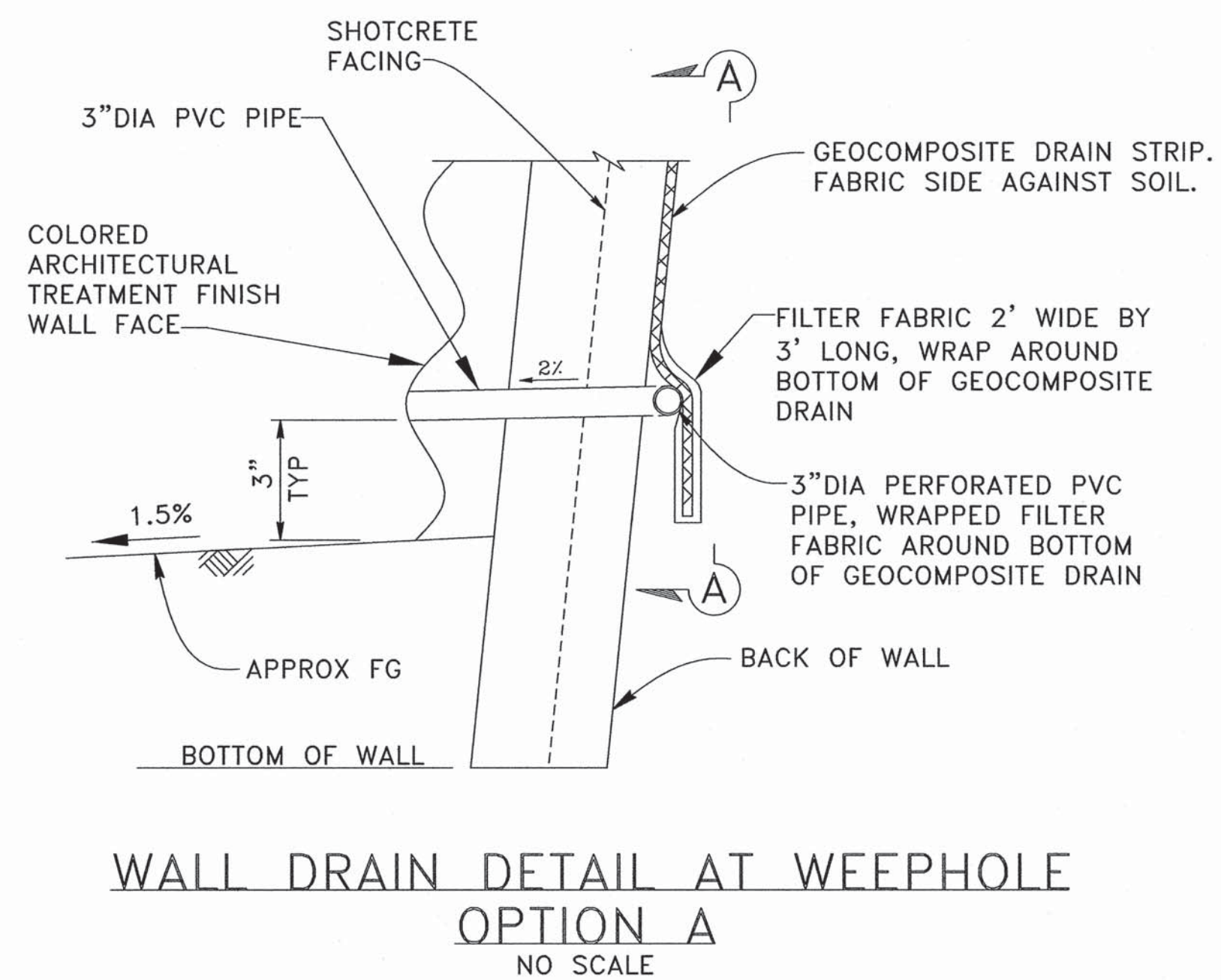
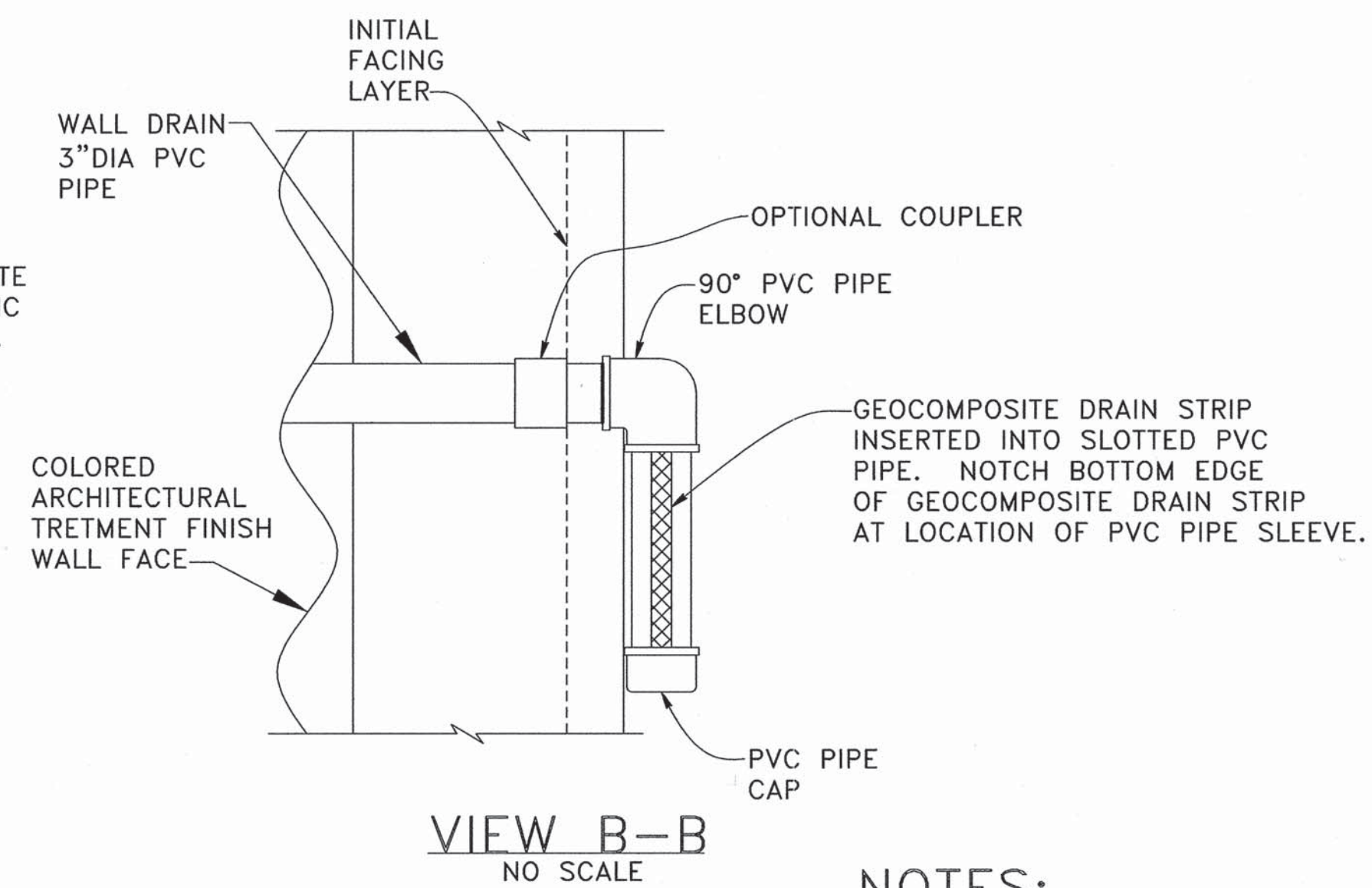
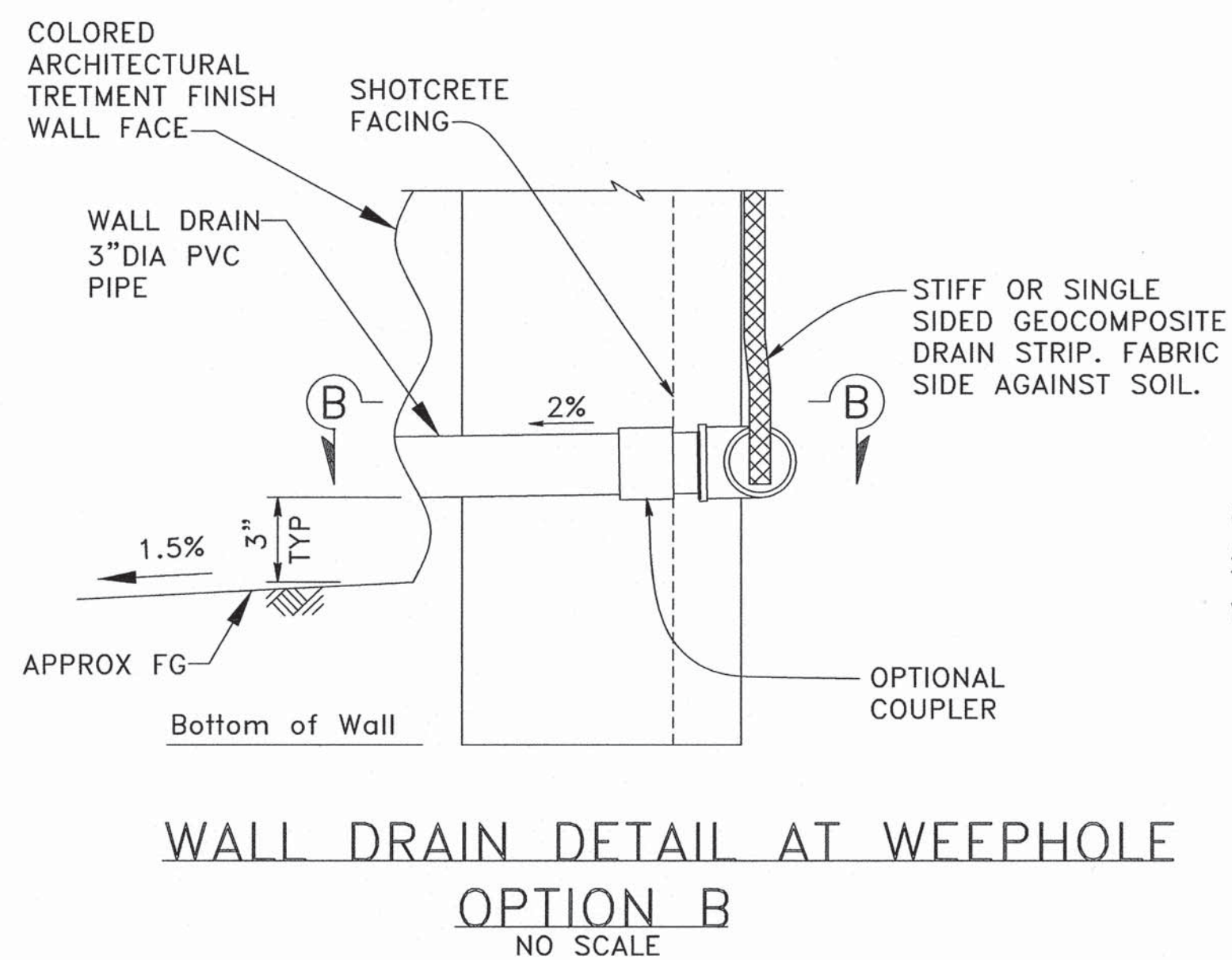
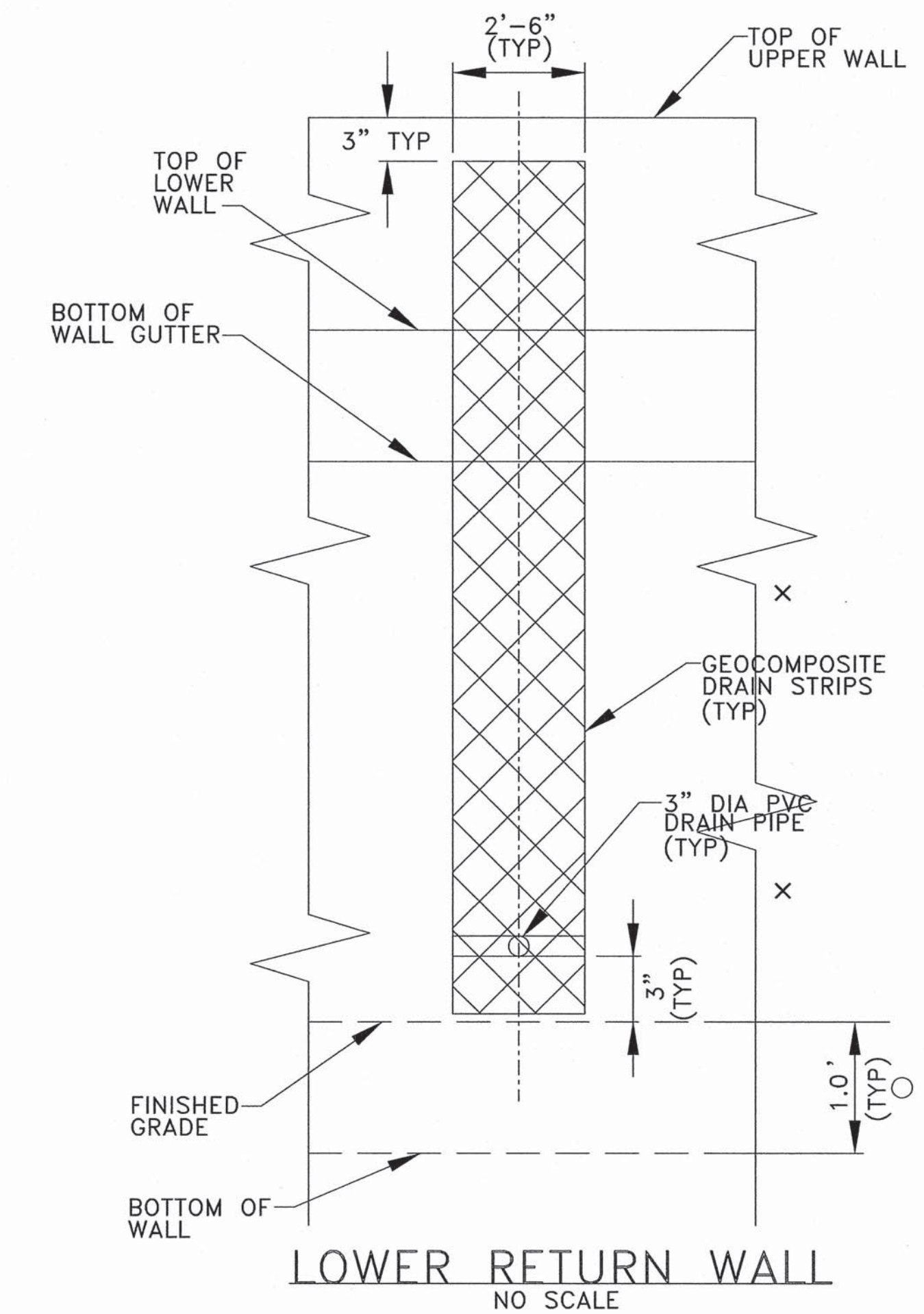
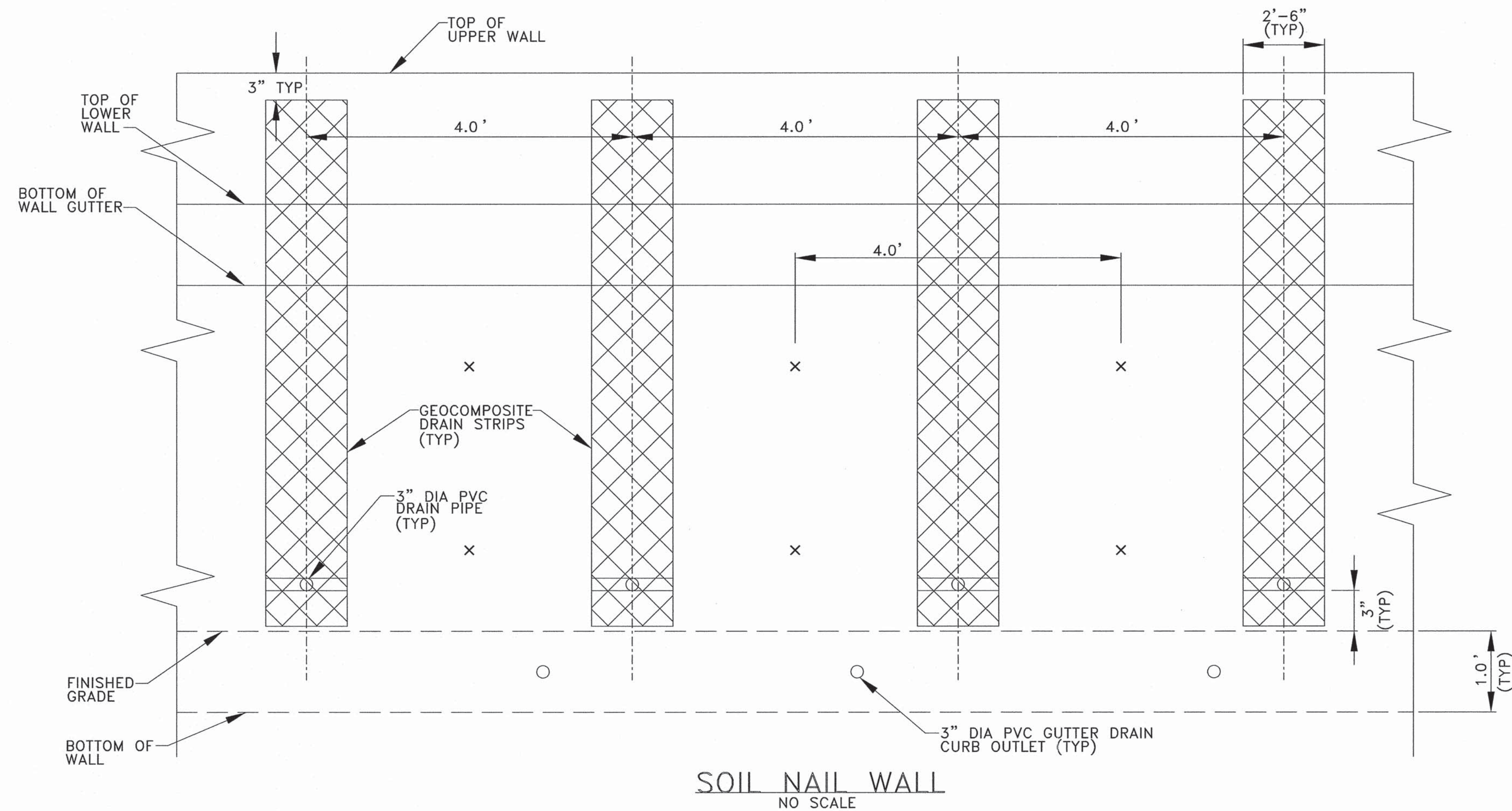
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TALBOT STREET SLOPE
RESTORATION PROJECT
RETURN WALL DETAIL

CITY OF SAN DIEGO, CALIFORNIA SHEET 10 OF 31 SHEETS				WBS_S-00609	
APPROVED: <i>Jamal Batta</i> CITY ENGINEER		DATE: 7-24-11		SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN ASSOCIATE ENGINEER
ORIGINAL	RB/RC		1/17/11		CASEY CROWN PROJECT ENGINEER
					203-1696 LAMBERT COORDINATES
CONTRACTOR		DATE STARTED			36111-10 - D
INSPECTOR		DATE COMPLETED			



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BEFORE YOU DIG



NOTES:

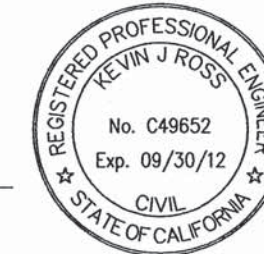
1. CENTER GEOCOMPOSITE DRAIN BETWEEN SOIL NAIL ASSEMBLIES.
2. x - INDICATES SOIL NAIL ASSEMBLY.
3. GEOCOMPOSITE DRAIN STRIP PER SECTION 88 GEOSYNTHETICS OF THE CALTRANS STANDARD SPECIFICATIONS.
4. GEOCOMPOSITE DRAIN STRIP SHALL BE DRAIN AWAY 50 ONE SIDE CORE BONDED ON ONE SIDE WITH GEOTEXTILE FABRIC, 16GPM/FT FLOW RATE BY DRAINAGE PRODUCTS, INC. OR APPROVED EQUAL.

CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

Kevin J. Ross
KEVIN J ROSS
REGISTERED CIVIL ENGINEER

1/17/2011
DATE



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TALBOT STREET SLOPE RESTORATION PROJECT WALL DRAIN DETAIL

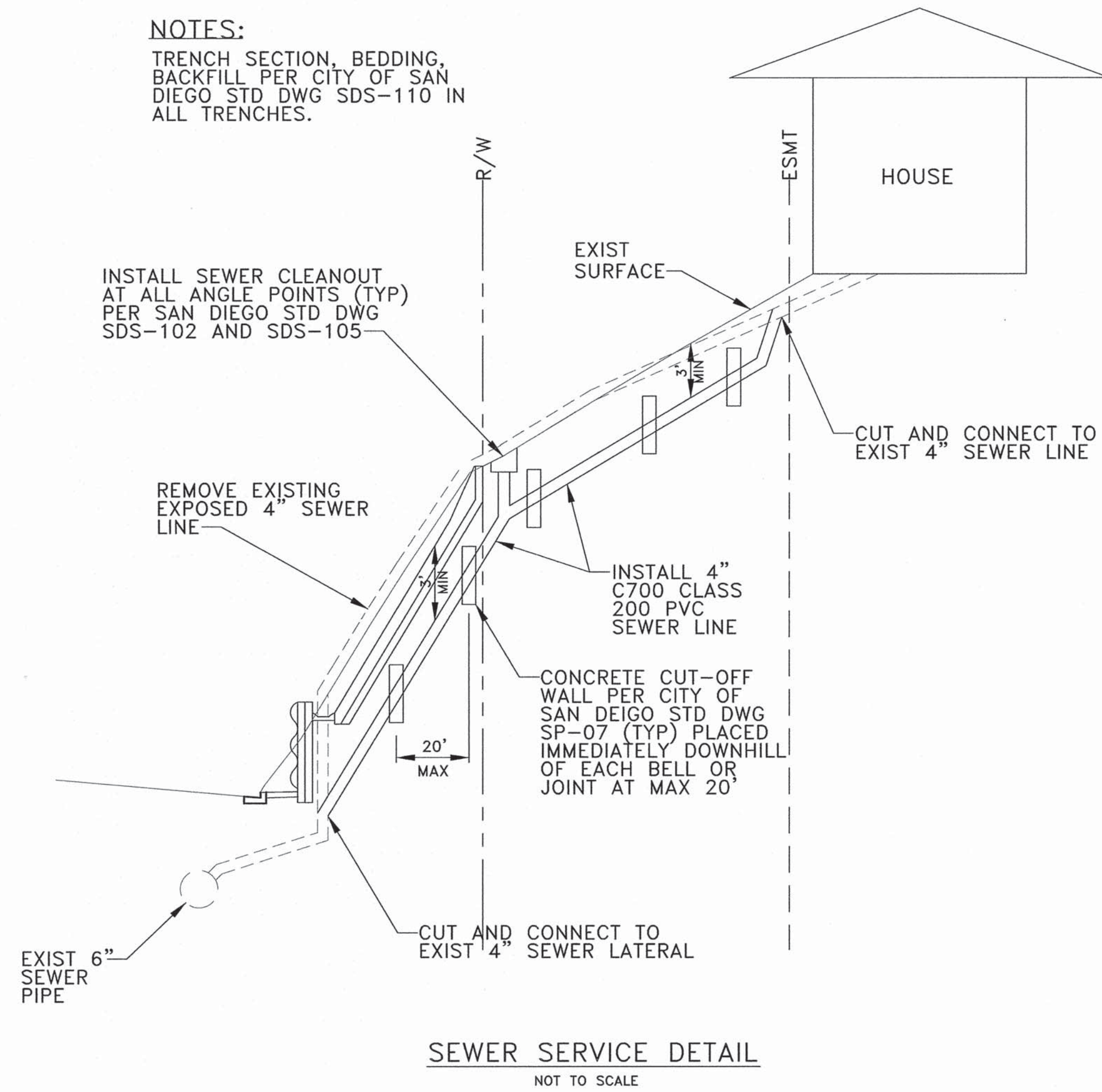
CITY OF SAN DIEGO, CALIFORNIA SHEET 11 OF 31 SHEETS				WBS_S-00609	
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER		DATE		SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN ASSOCIATE ENGINEER
ORIGINAL	RB/RC		1/17/11		CASEY CROWN PROJECT ENGINEER
					203-1696 LAMBERT COORDINATES
CONTRACTOR		DATE STARTED			36111-11-D
INSPECTOR		DATE COMPLETED			



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NOTES:

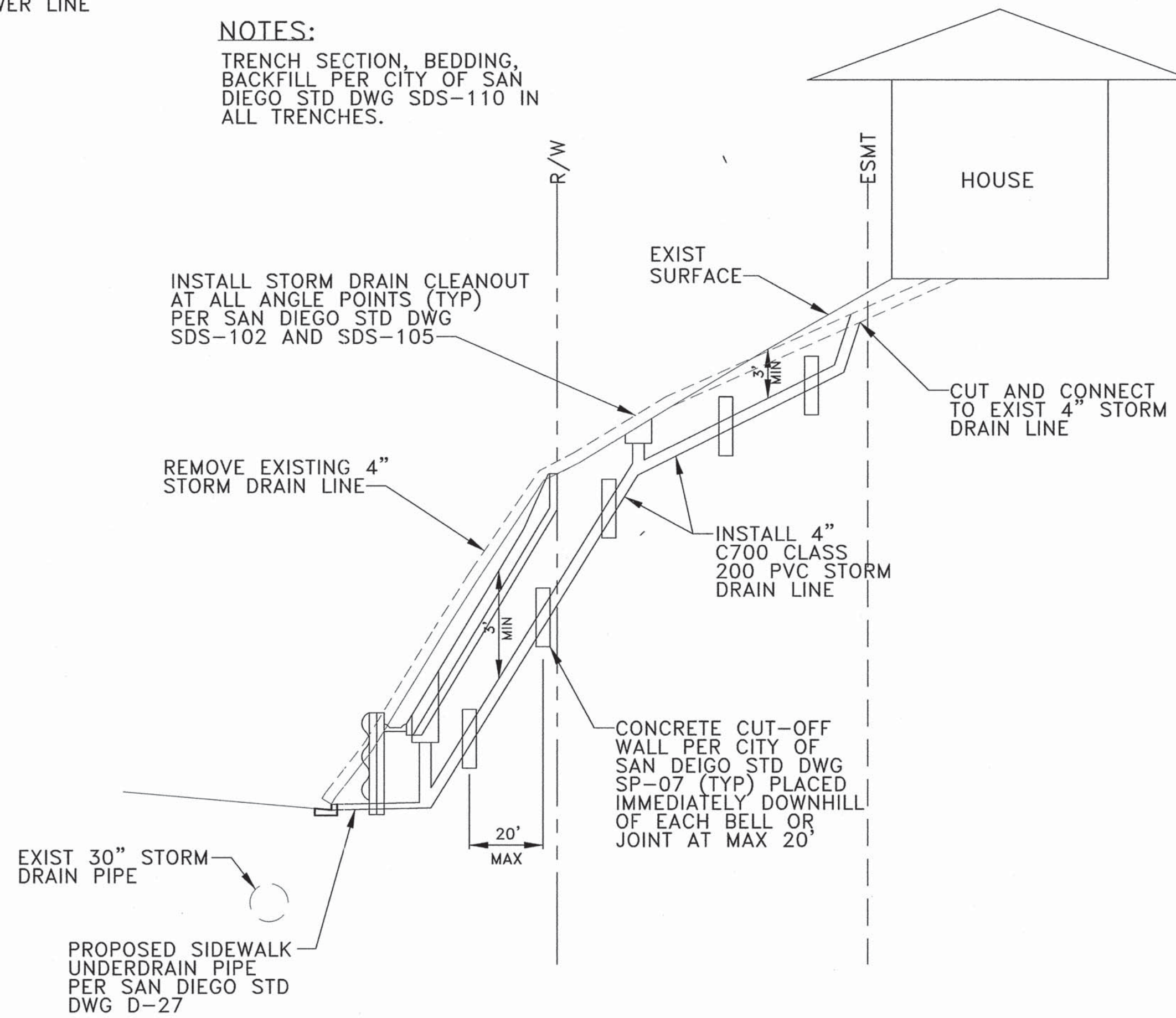
TRENCH SECTION, BEDDING, BACKFILL PER CITY OF SAN DIEGO STD DWG SDS-110 IN ALL TRENCHES.



SEWER SERVICE DETAIL
NOT TO SCALE

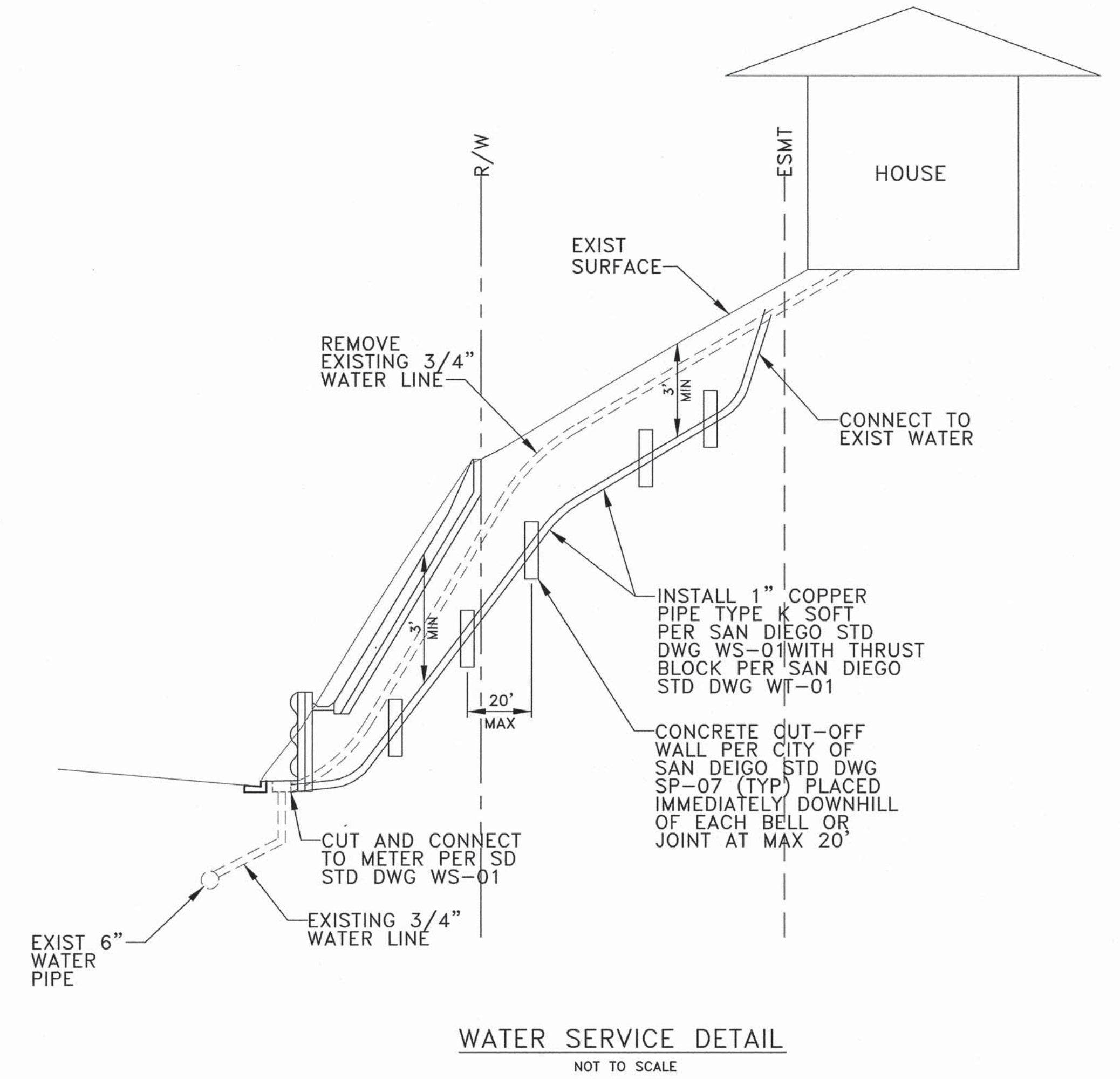
NOTES:

TRENCH SECTION, BEDDING, BACKFILL PER CITY OF SAN DIEGO STD DWG SDS-110 IN ALL TRENCHES.



STORM DRAIN SERVICE
NOT TO SCALE

REMOVE EXISTING 3/4" WATER LINE



WATER SERVICE DETAIL
NOT TO SCALE

GENERAL NOTES FOR WATER, SEWER, AND STORM DRAIN:

1. TRENCH SECTION, BEDDING, BACKFILL PER CITY OF SAN DIEGO STD DWG SDS-110 IN ALL TRENCHES.
2. DEPTH OF LATERAL IN PRIVATE PROPERTY SHOULD COMPLY WITH BUILDING AND PLUMBING CODE, AND PUBLIC RIGHT-OF-WAY SHALL COMPLY WITH CITY WATER AND SEWER.
3. NO TREES OR BUSHES SHALL BE PLANTED WITHIN 3 FEET OF SEWER OR WATER LINE.



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CHANGE		DATE	AFFECTED OR ADDED SHEET NUMBERS

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William G. Zimmerman
WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER

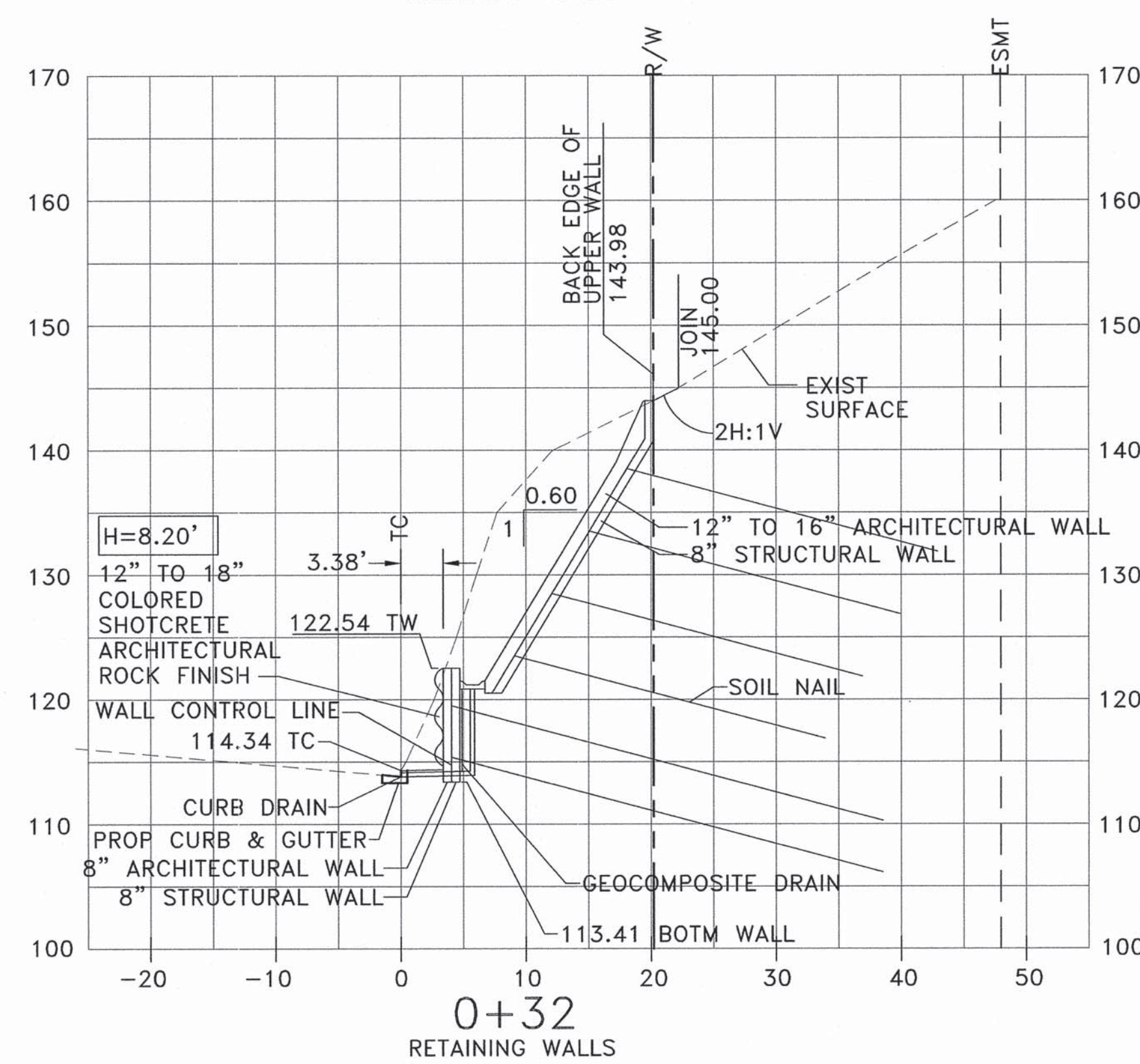
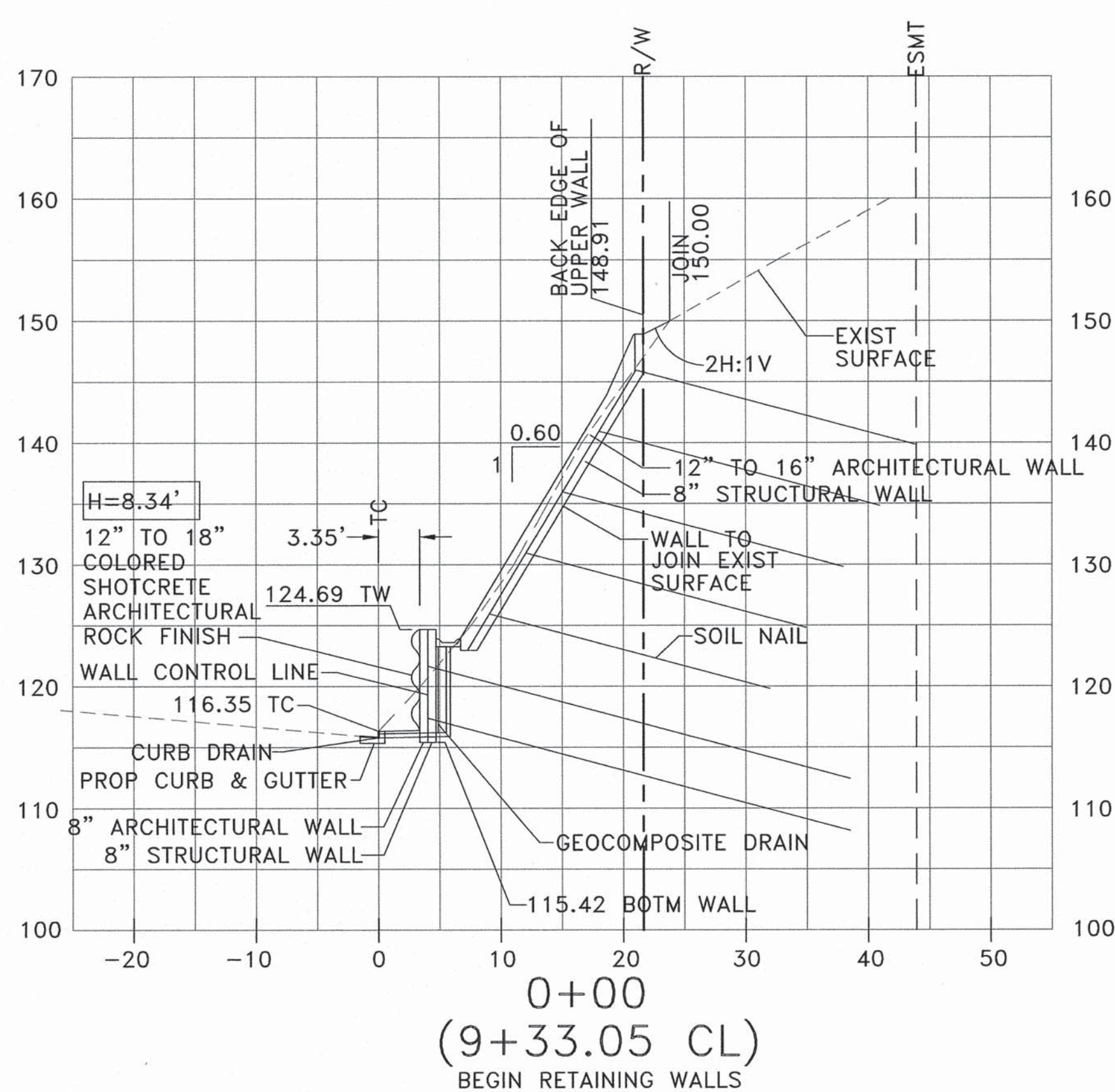
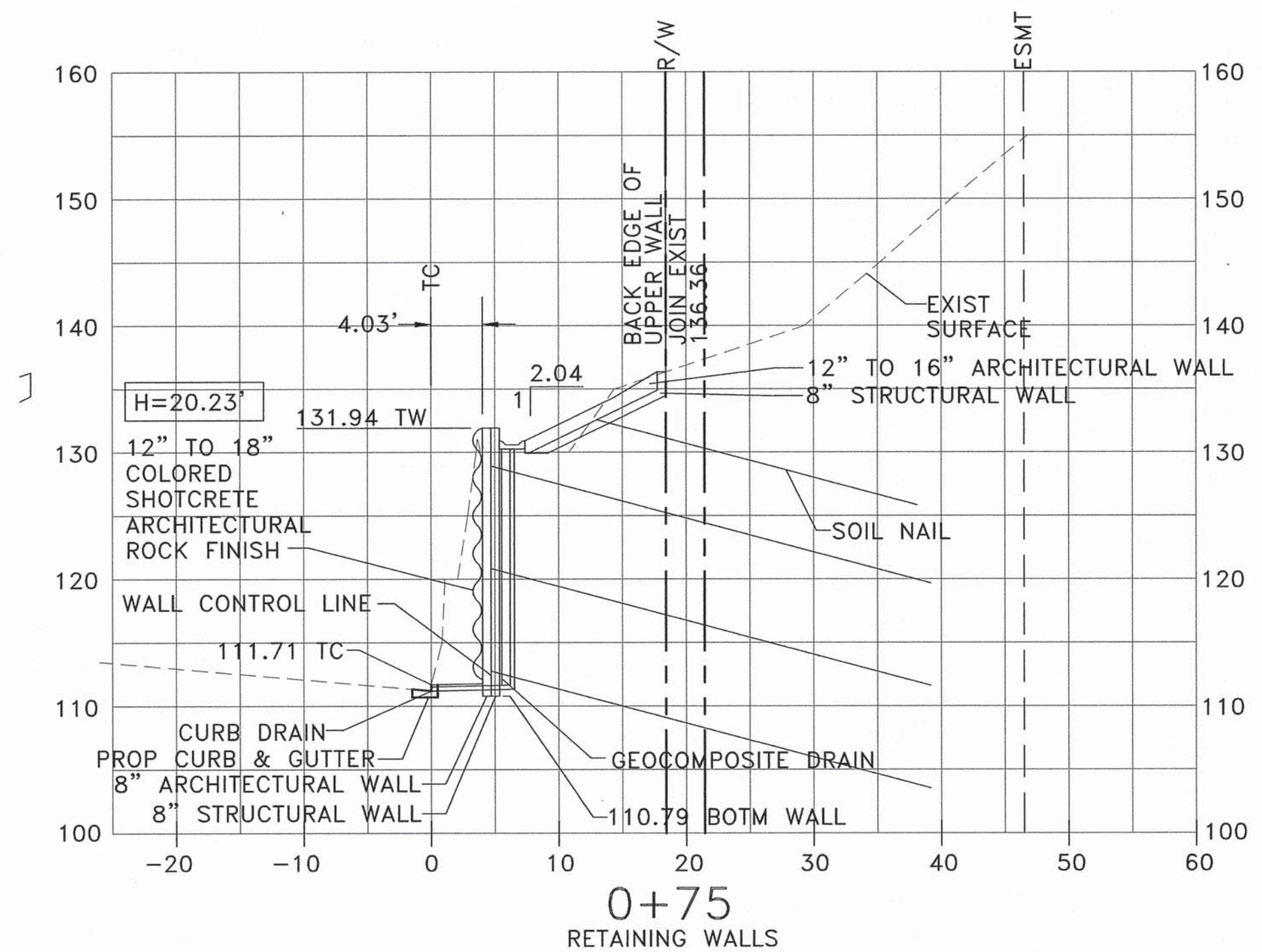
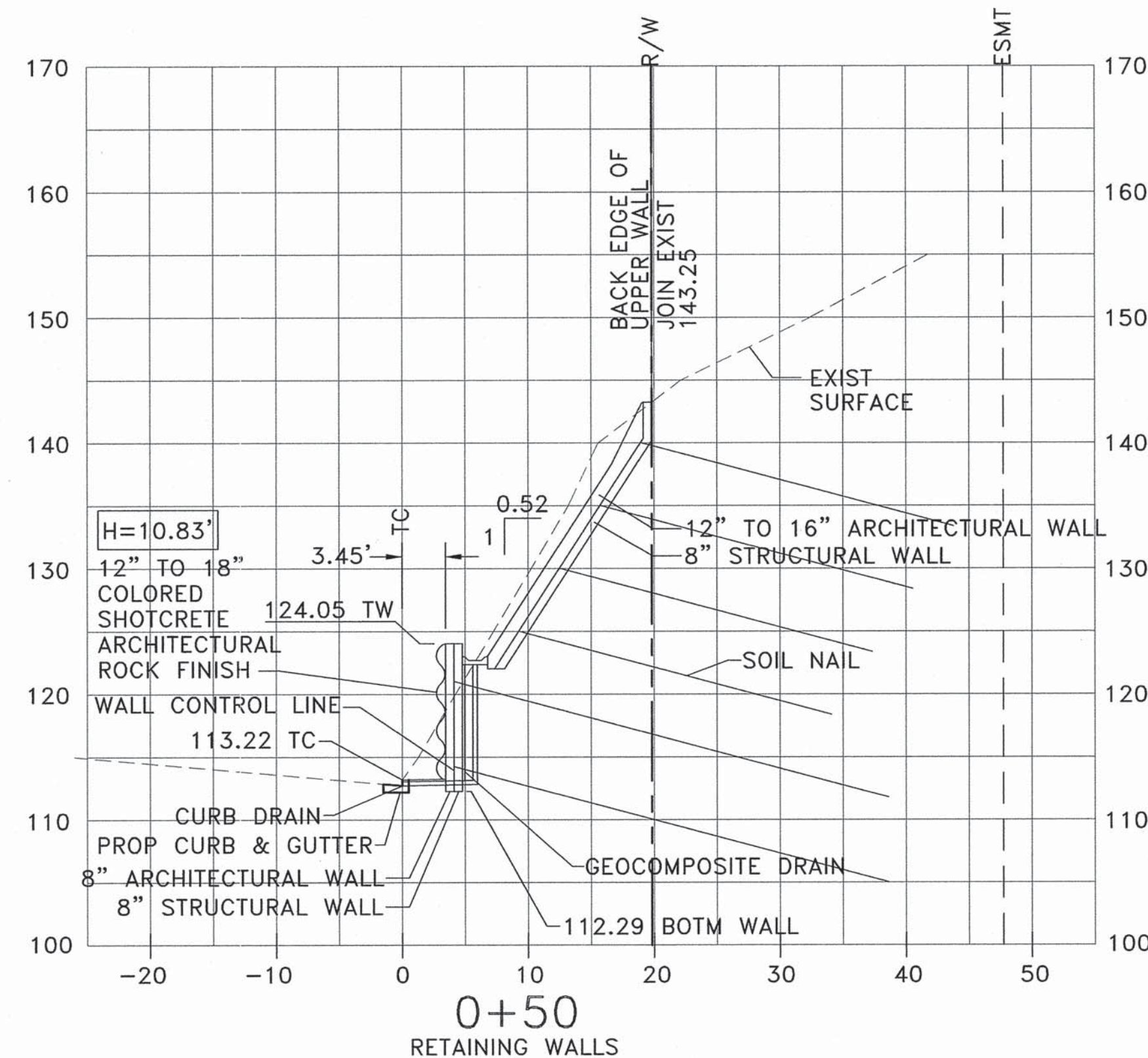
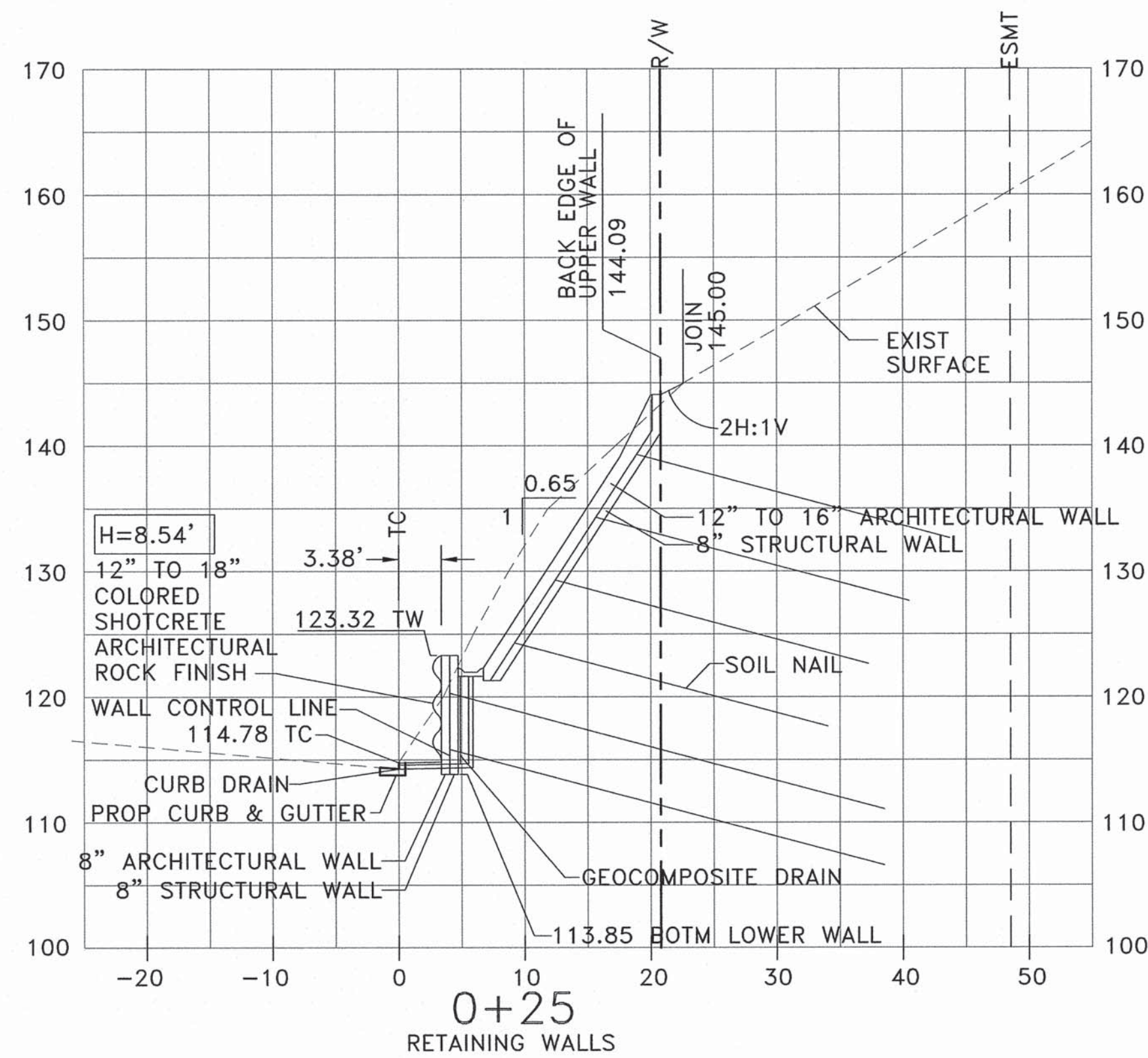
1/17/11
DATE



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HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

**TALBOT STREET SLOPE RESTORATION PROJECT
SEWER, STORM DRAIN, AND WATER DETAIL**

CITY OF SAN DIEGO, CALIFORNIA SHEET 12 OF 31 SHEETS				WBS_S-00609
APPROVED BY <i>Carl Batta</i> CITY ENGINEER	DATE 7-29-11	SUBMITTED BY JAMAL BATTA SENIOR ENGINEER		
DESCRIPTION ORIGINAL	BY RB/RC	APPROVED DATE 1/17/11	FILMED	
CASEY CROWN ASSOCIATE ENGINEER			CASEY CROWN PROJECT ENGINEER	
203-1696			LAMBERT COORDINATES 36111-12-D	
CONTRACTOR	DATE STARTED	DATE COMPLETED		
INSPECTOR				



SCALE:
HORIZ: 1"=10'
VERT: 1"=10'

TALBOT STREET SLOPE RESTORATION PROJECT
CROSS SECTIONS 1

CITY OF SAN DIEGO, CALIFORNIA SHEET 13 OF 31 SHEETS				APPROVED BY: JAMAL BATTA CITY ENGINEER	
APPROVED: <i>Jamal Batta</i> 2-29-11				DATE: 2-29-11	
DESCRIPTION	BY	APPROVED	DATE	FILMED	DATE
ORIGINAL	RB/RC		1/17/11		
SUBMITTED BY: JAMAL BATTA CITY ENGINEER					CASEY CROWN ASSOCIATE ENGINEER
CONTRACTOR: _____					CASEY CROWN PROJECT ENGINEER
INSPECTOR: _____					203-1696 LAMBERT COORDINATES
DATE STARTED: _____					36111-13-D
DATE COMPLETED: _____					



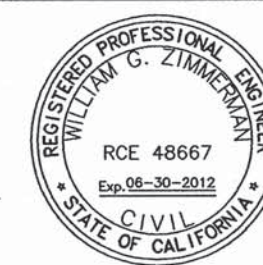
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CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

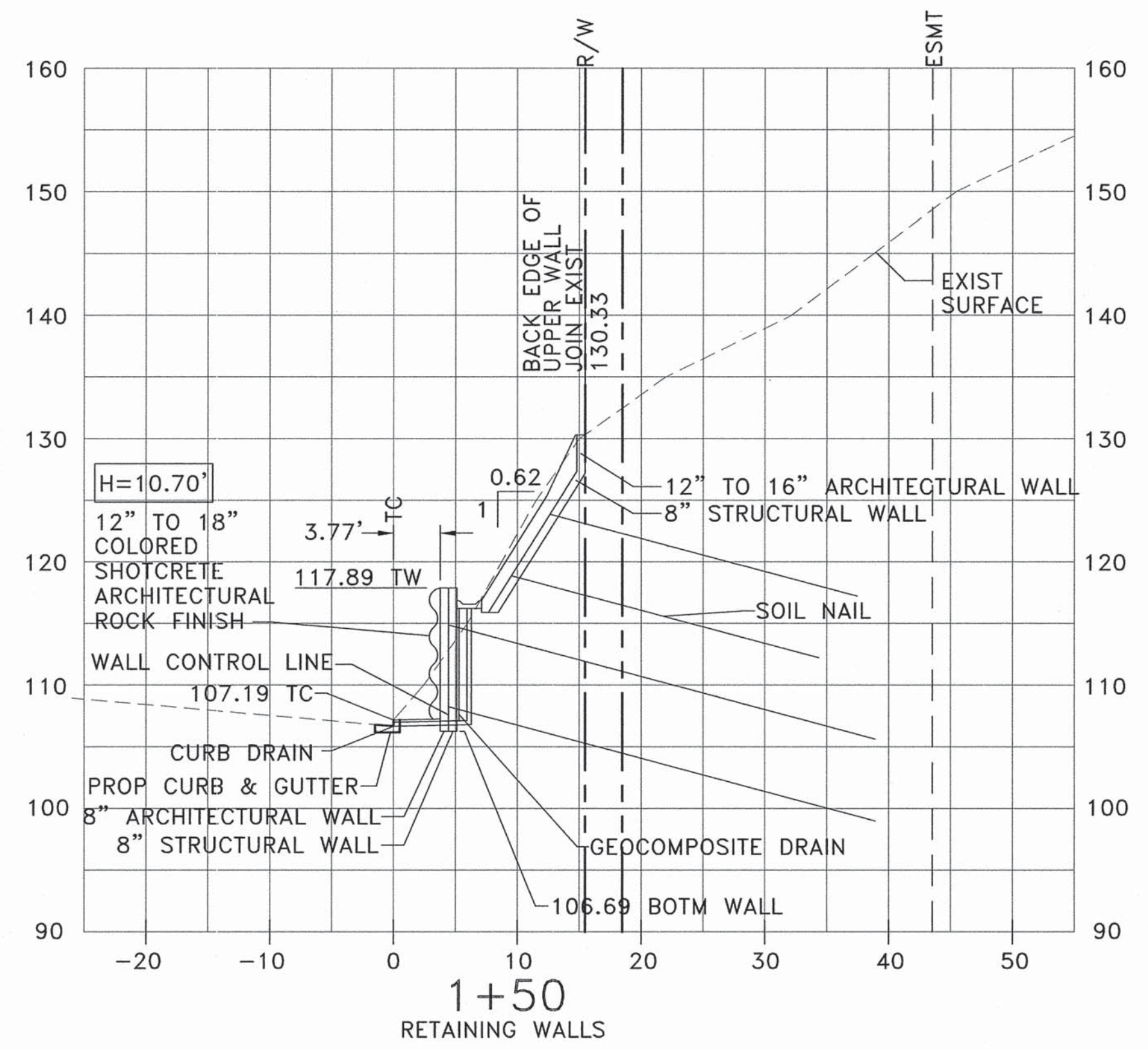
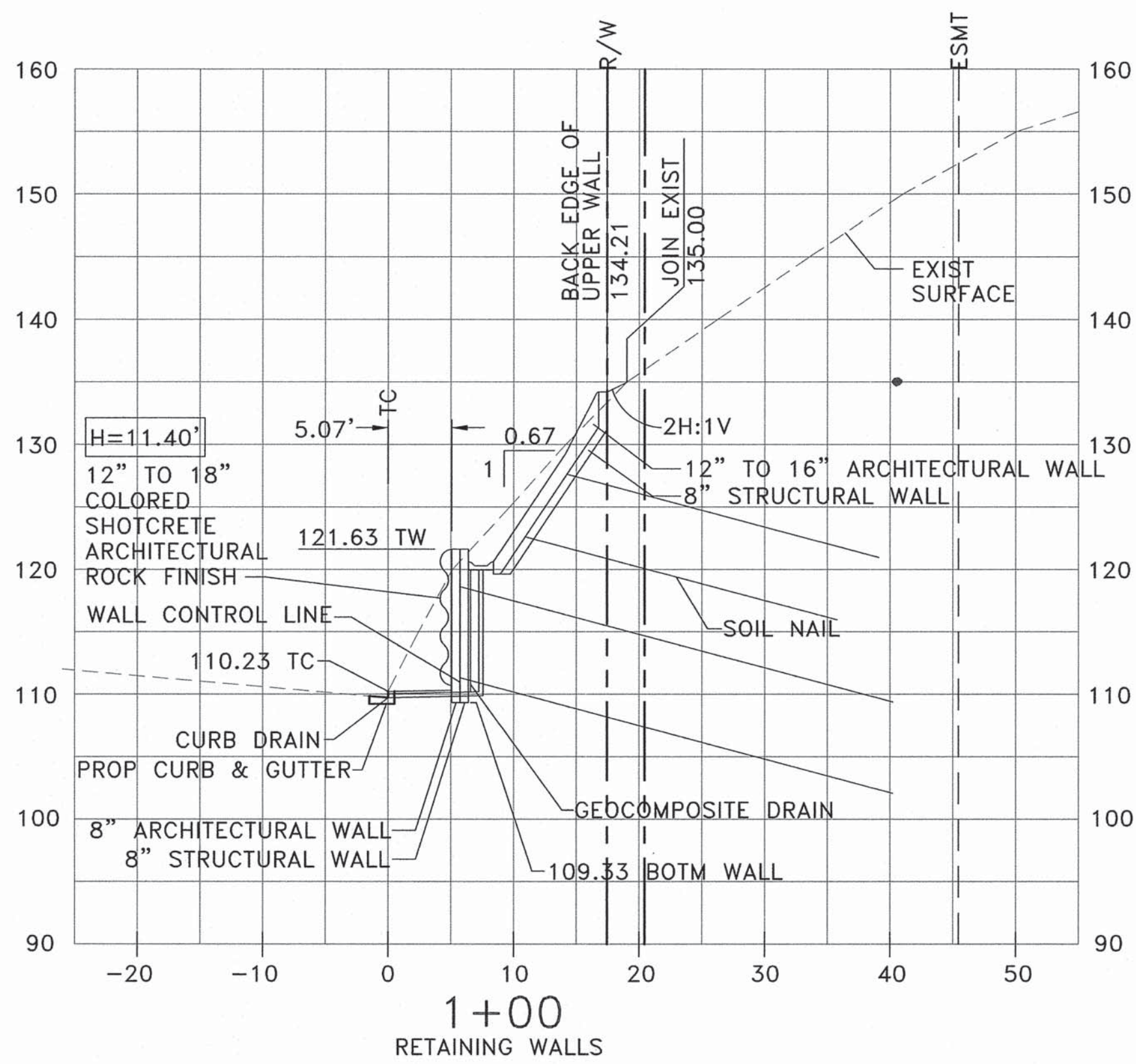
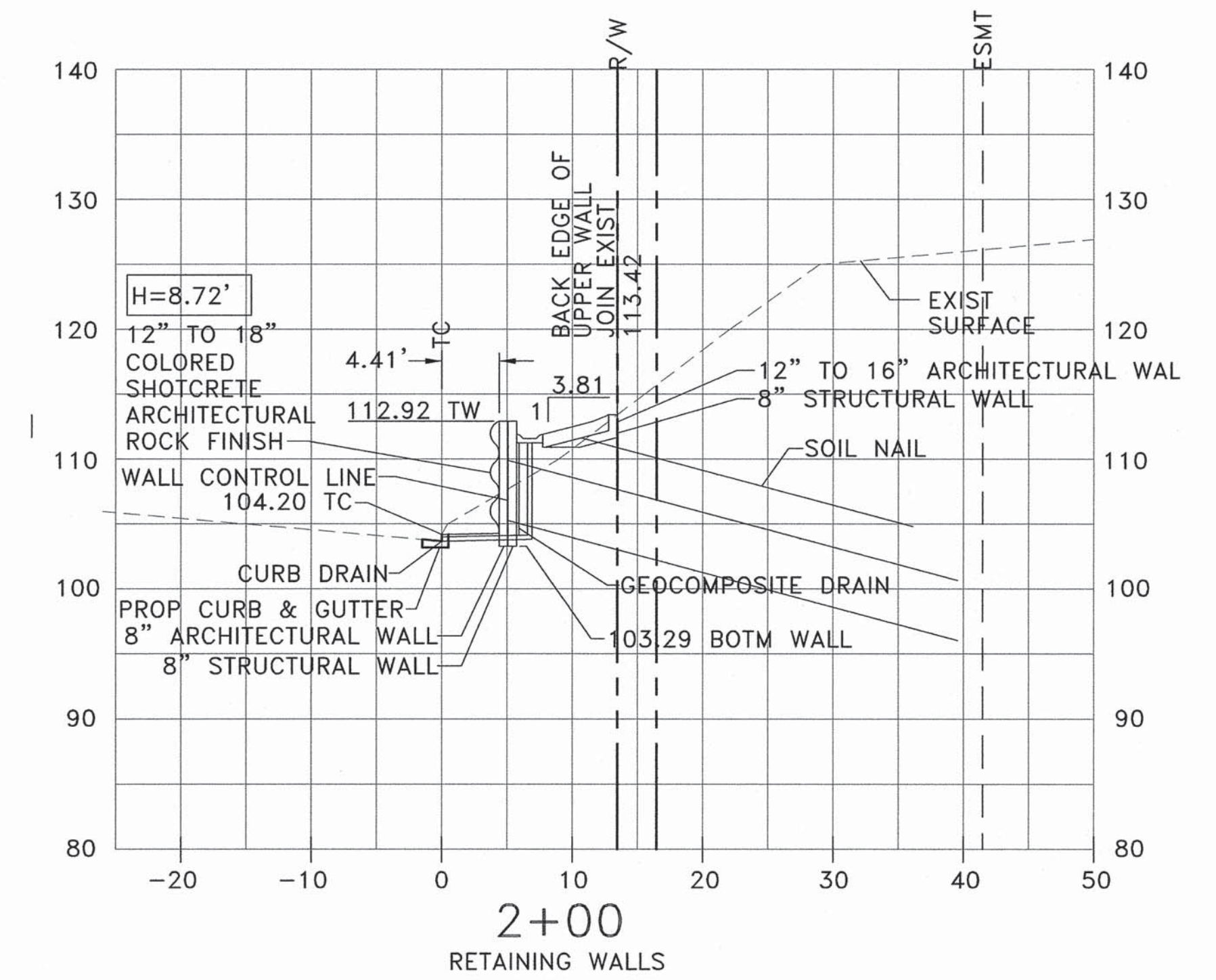
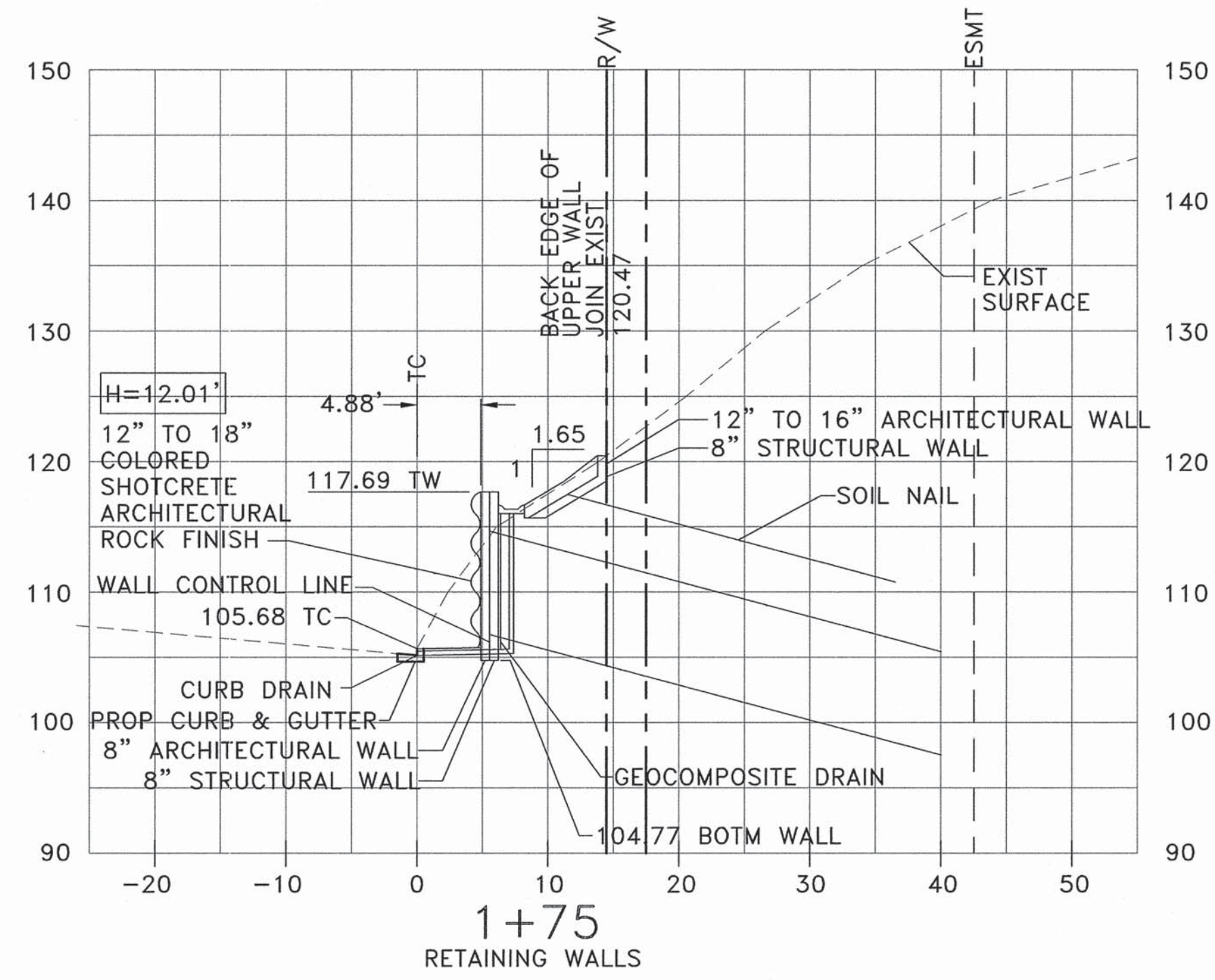
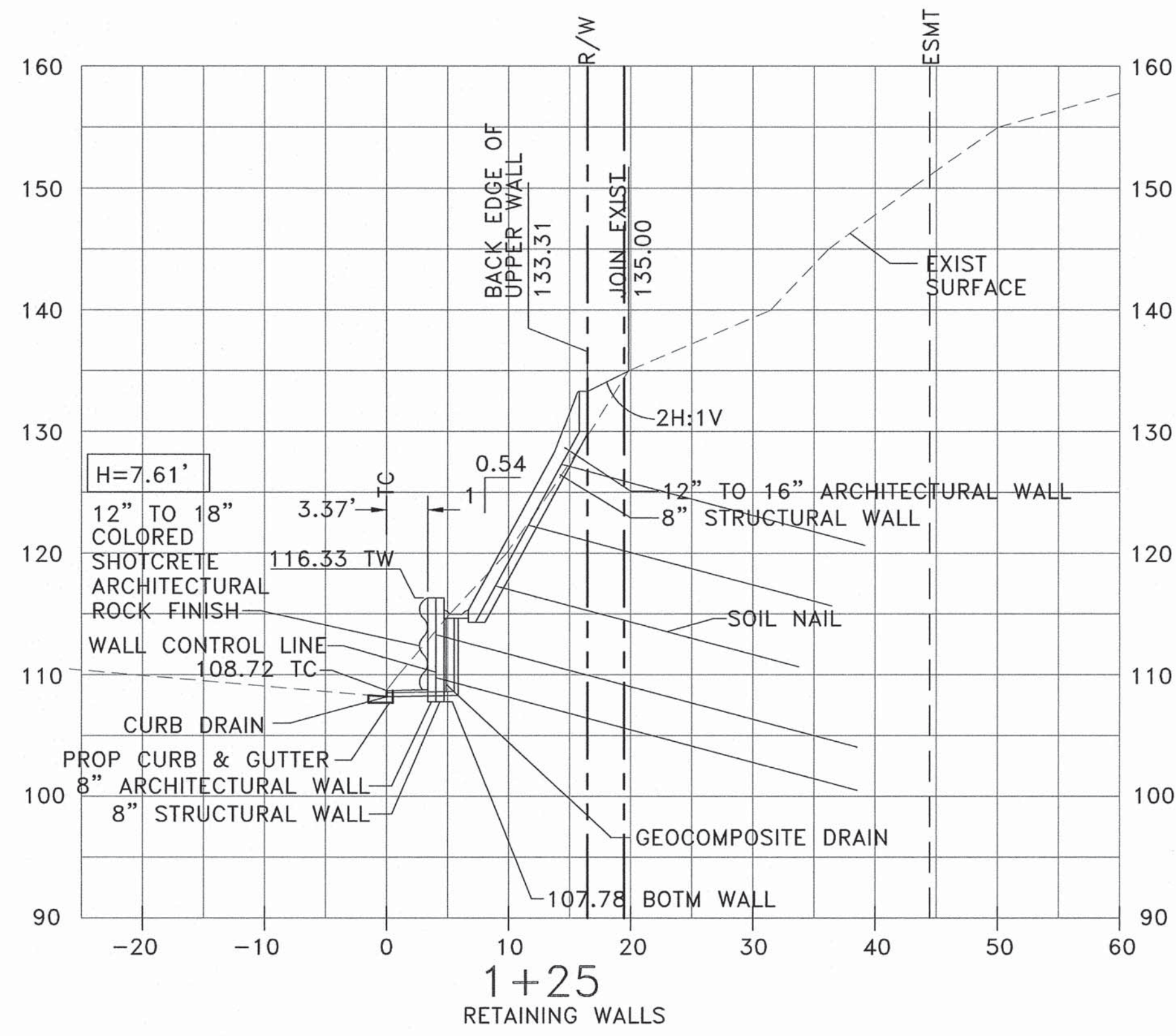
PREPARED UNDER THE SUPERVISION OF

William G. Zimmerman
WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER

DATE: 1/17/11



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5772 BOLSA AVE, SUITE 200
HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701



SCALE:
 HORIZ: 1"=10'
 VERT: 1"=10'

TALBOT STREET SLOPE RESTORATION PROJECT
 CROSS SECTIONS 2

CITY OF SAN DIEGO, CALIFORNIA SHEET 14 OF 31 SHEETS				WBS_S-00609	
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER		DATE		SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN ASSOCIATE ENGINEER
ORIGINAL	RB/RC		1/17/11		CASEY CROWN PROJECT ENGINEER
					203-1696 LAMBERT COORDINATES
CONTRACTOR	DATE STARTED	DATE COMPLETED		36111-14-D	



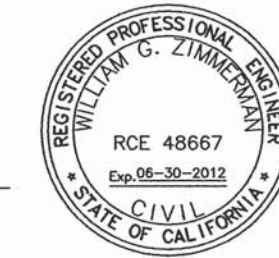
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 1-800-227-2600
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CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS
DATE	

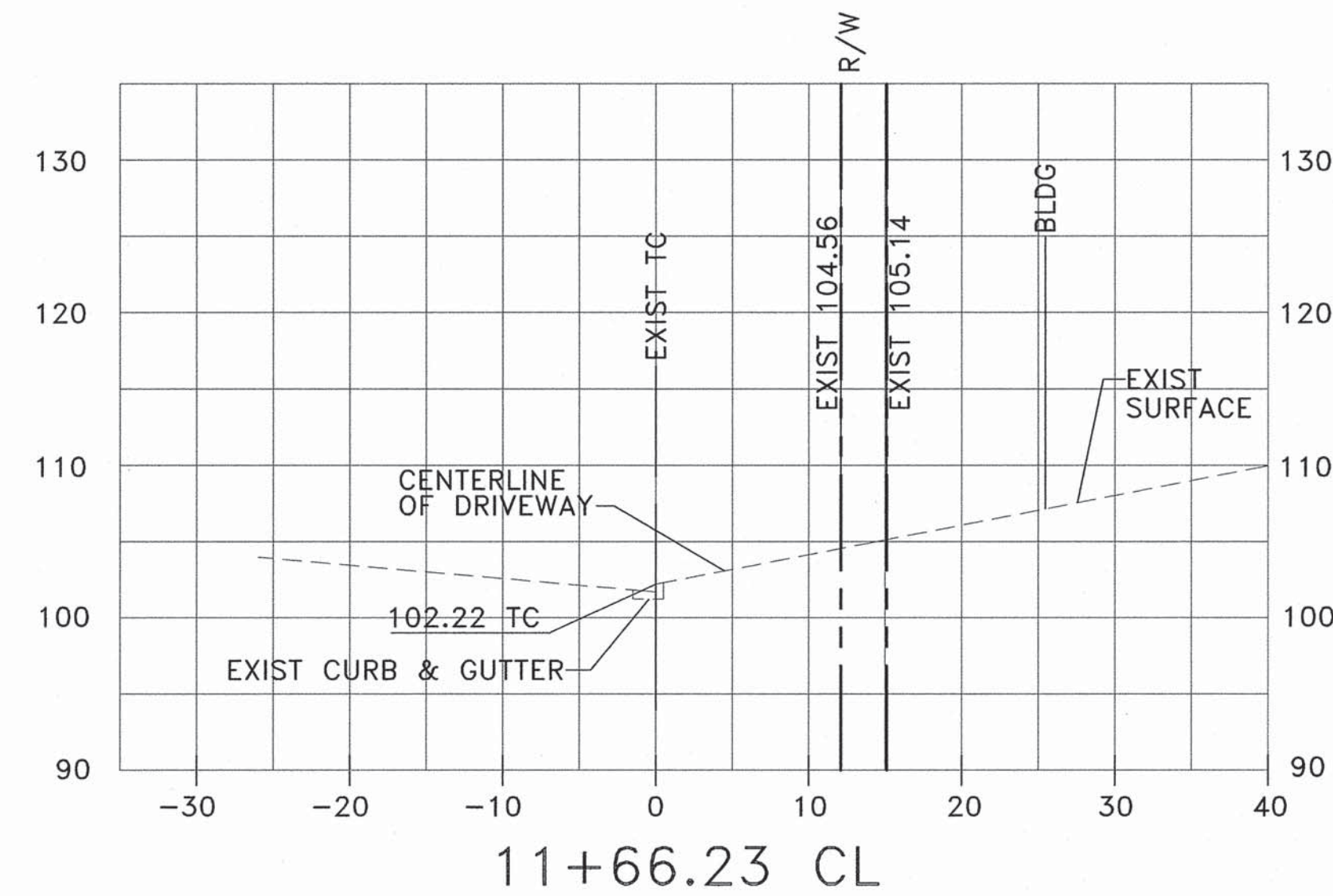
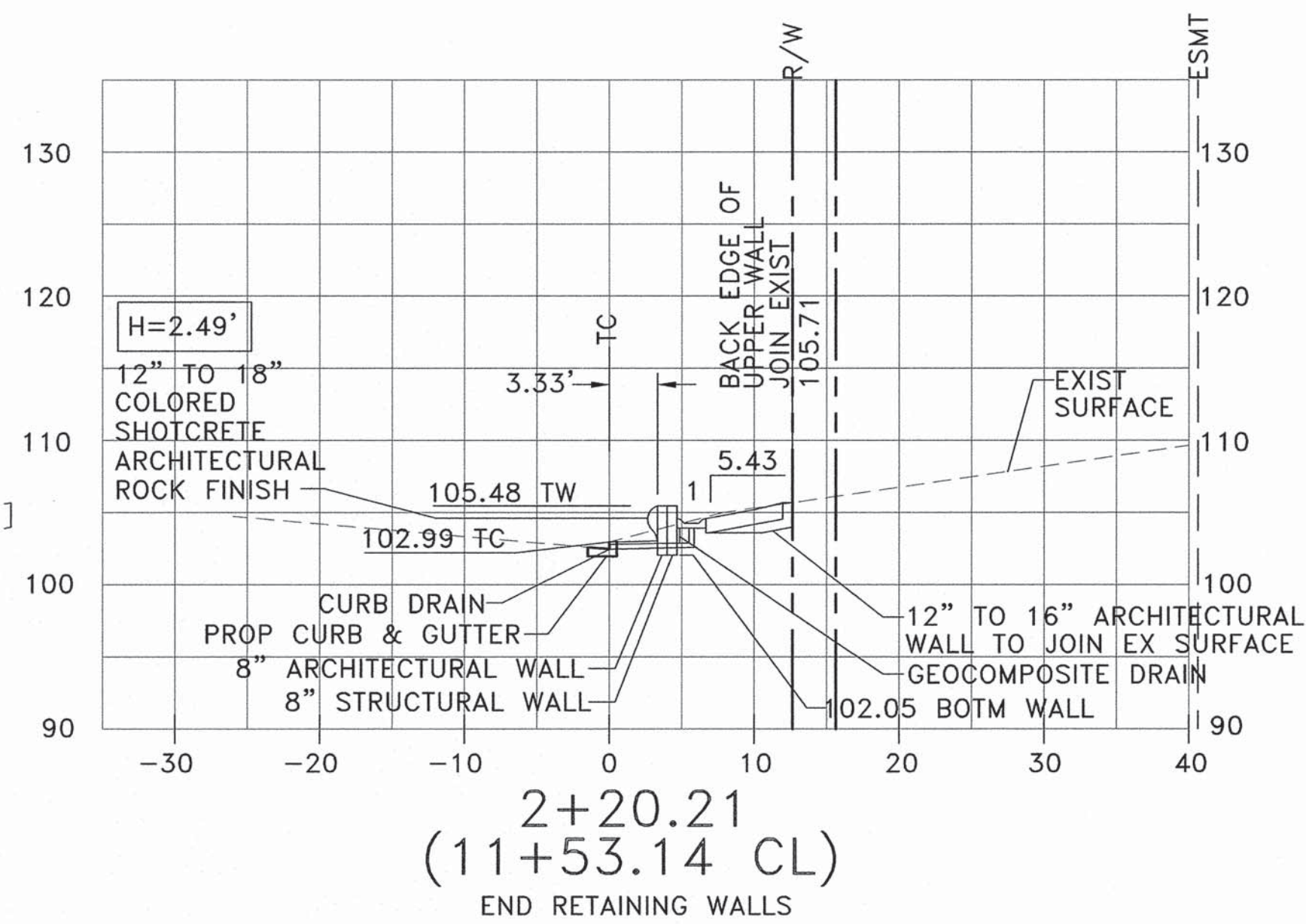
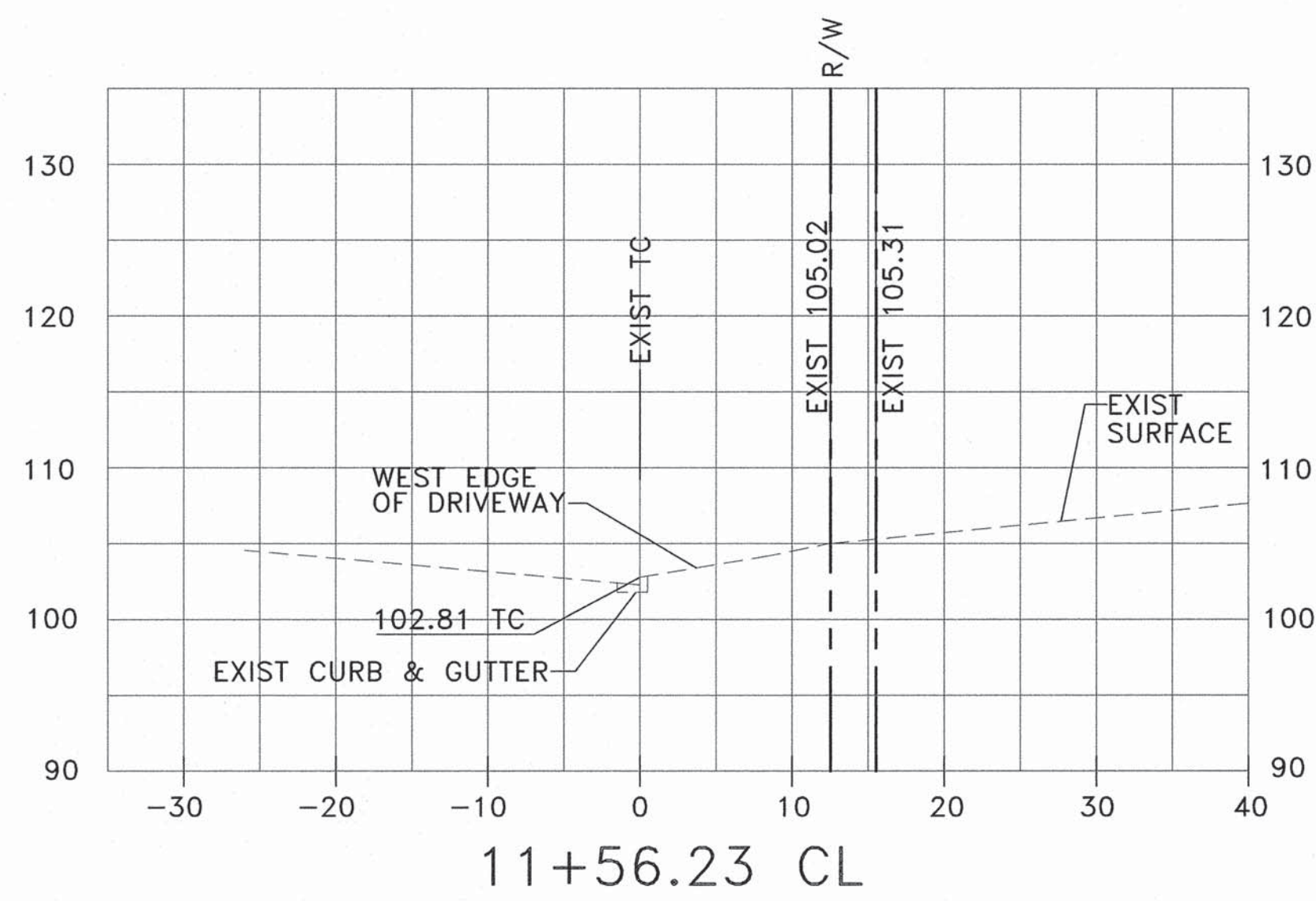
PREPARED UNDER THE SUPERVISION OF

William G. Zimmerman
 WILLIAM G. ZIMMERMAN
 REGISTERED CIVIL ENGINEER

DATE 1/17/11



W.G. ZIMMERMAN ENGINEERING, INC.
 5772 BOLSA AVE, SUITE 200
 HUNTINGTON BEACH, CA 92649
 TEL: 714-799-1700 FAX: 714-799-1701



SCALE:
 HORIZ: 1"=10'
 VERT: 1"=10'

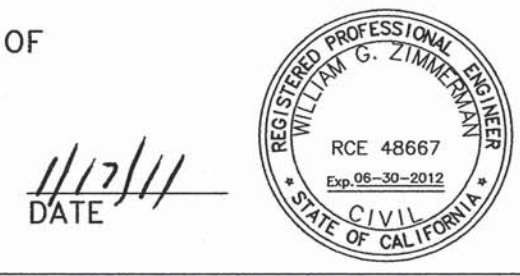
DIGALERT

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 BEFORE YOU DIG

CHANGE		DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

 WILLIAM G. ZIMMERMAN
 REGISTERED CIVIL ENGINEER



W.G. ZIMMERMAN ENGINEERING, INC.
 5772 BOLSA AVE, SUITE 200
 HUNTINGTON BEACH, CA 92649
 TEL: 714-799-1700 FAX: 714-799-1701

CITY OF SAN DIEGO, CALIFORNIA					SHEET 15 OF 31 SHEETS		WBS_S-00609	
APPROVED:			DATE: 7-29-11		SUBMITTED BY: JAMAL BATTA, SENIOR ENGINEER			
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN, ASSOCIATE ENGINEER			
ORIGINAL	RB/RC		1/17/11		CASEY CROWN, PROJECT ENGINEER			
					203-1696			
					LAMBERT COORDINATES: 36111-15-D			
CONTRACTOR		DATE STARTED						
INSPECTOR		DATE COMPLETED						

SIGN CHART

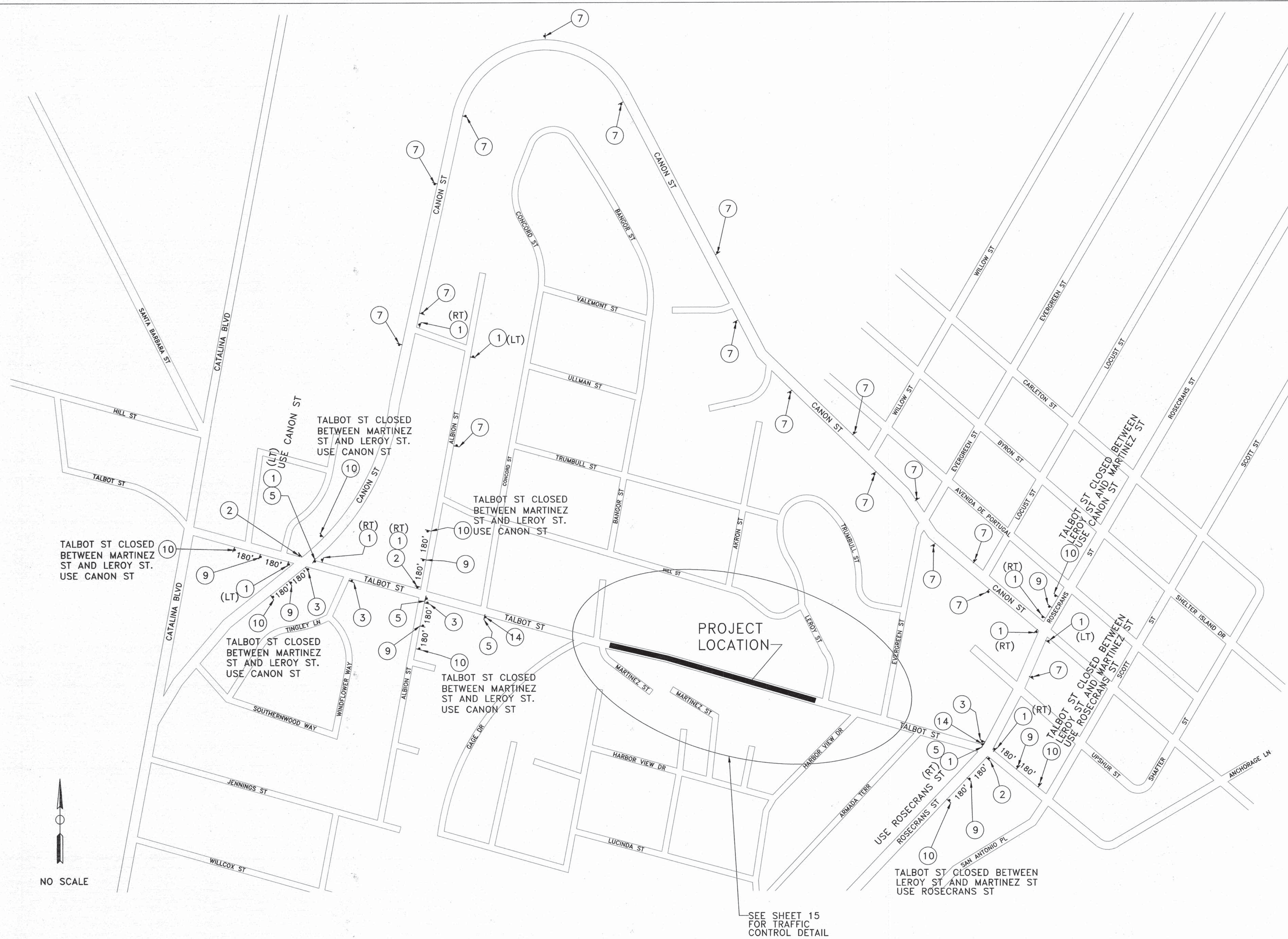
TYPE	DESCRIPTION
1	M4-9 (RT/LT) DETOUR
2	R3-1 NO LEFT TURN
3	R3-2 NO RIGHT TURN
4	R11-3a ROAD CLOSED (LOCAL TRAFFIC ONLY)
5	R11-4 ROAD CLOSED TO THRU TRAFFIC
6	W20-2 END ROAD WORK
7	SC3 (CA) UP ARROW DETOUR
8	W20-1 ROAD WORK AHEAD
9	W20-2 DETOUR AHEAD
10	W20-3 ROAD CLOSED AHEAD
11	W1-6 ARROW
12	W1-4 TURN AND CURVE SIGN
13	C30(CA) LANE CLOSED
14	SC7(CA) TALBOT ST CLOSED XX/XX/XX TO XX/XX/XX

GENERAL NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH CALIFORNIA MUTCD (LATEST EDITION).
2. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTIES, EXCEPT AS INDICATED OTHERWISE ON THIS PLAN.
3. ALL SIGNS AND DELINEATORS SHALL BE REPAIRED, REPLACED OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
4. THE CONTRACTOR SHALL HAVE ALL SIGNS, DELINEATORS, BARRICADES, ETC. PROPERLY INSTALLED PRIOR TO START OF CONSTRUCTION.
5. PLACE SC7(CA) SIGN 30 DAYS PRIOR TO CONSTRUCTION.

LEGEND:

- TRAFFIC CONES
- WORK AREA
- ⌘ TYPE III BARRICADE
- ▲ SIGN
- CF CURB FACE
- RT RIGHT
- LT LEFT



SEE SHEET 15 FOR TRAFFIC CONTROL DETAIL

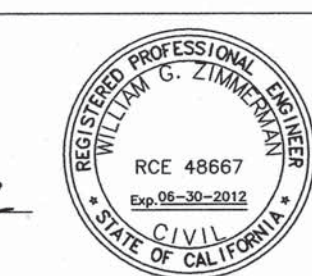
TALBOT STREET SLOPE RESTORATION PROJECT AREA-WIDE CONSTRUCTION SIGNING PLAN AND DETOUR TRAFFIC PLAN 1

CITY OF SAN DIEGO, CALIFORNIA SHEET 16 OF 31 SHEETS					WBS S-00609
APPROVED: <i>Jamal Batta</i> CITY ENGINEER	DATE 5-9-2012	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER			
DESCRIPTION ORIGINAL	BY RB/RC	APPROVED	DATE 1/17/11	FILMED CASEY CROWN ASSOCIATE ENGINEER	
				CASEY CROWN PROJECT ENGINEER	
				203-1696 LAMBERT COORDINATES	
CONTRACTOR		DATE STARTED		36111-16-D	
INSPECTOR		DATE COMPLETED			

DIGAFERT
DIAL TOLL FREE
1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF
William G. Zimmerman
WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER
DATE 4/30/12



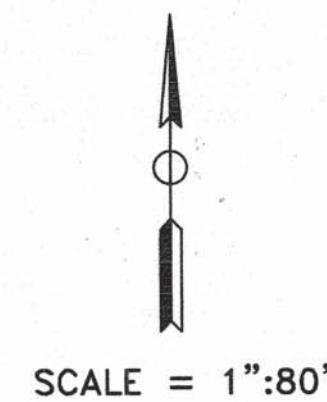
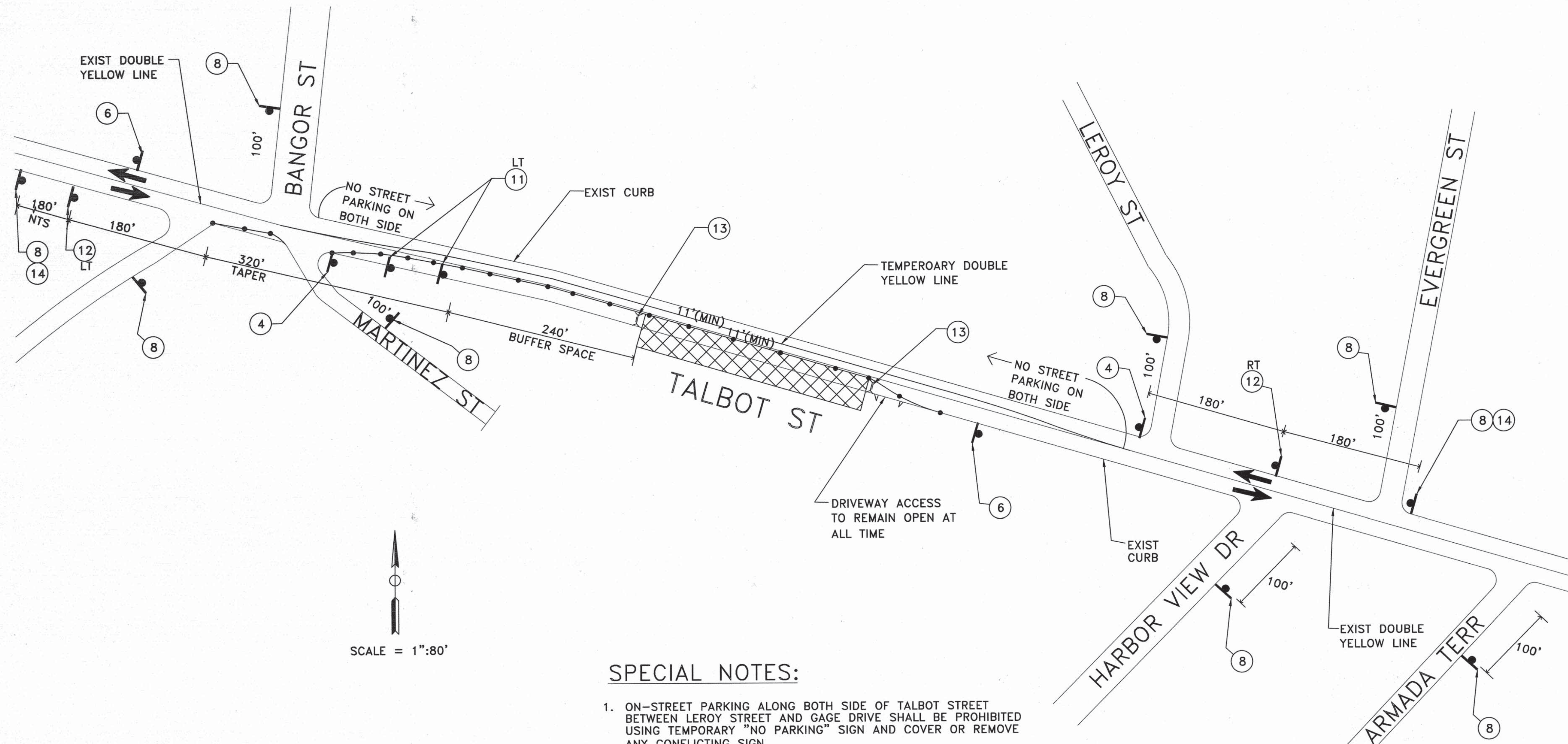
W.G. ZIMMERMAN ENGINEERING, INC.
5772 BOLSA AVE, SUITE 200
HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

SIGN CHART

TYPE	DESCRIPTION
① M4-9	(RT/LT) DETOUR
② R3-1	NO LEFT TURN
③ R3-2	NO RIGHT TURN
④ R11-3a	ROAD CLOSED (LOCAL TRAFFIC ONLY)
⑤ R11-4	ROAD CLOSED TO THRU TRAFFIC
⑥ W20-2	END ROAD WORK
⑦ SC3 (CA)	UP ARROW DETOUR
⑧ W20-1	ROAD WORK AHEAD
⑨ W20-2	DETOUR AHEAD
⑩ W20-3	ROAD CLOSED AHEAD
⑪ W1-6	ARROW
⑫ W1-4	TURN AND CURVE SIGN
⑬ C30(CA)	LANE CLOSED
⑭ SC7(CA)	TALBOT ST CLOSED XX/XX/XX TO XX/XX/XX

GENERAL NOTES:

- ALL WORK AND MATERIALS SHALL COMPLY WITH CALIFORNIA MUTCD (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL ADJACENT PROPERTIES, EXCEPT AS INDICATED OTHERWISE ON THIS PLAN.
- ALL SIGNS AND DELINEATORS SHALL BE REPAIRED, REPLACED OR CLEANED AS NECESSARY TO PRESERVE THEIR APPEARANCE AND CONTINUITY.
- THE CONTRACTOR SHALL HAVE ALL SIGNS, DELINEATORS, BARRICADES, ETC. PROPERLY INSTALLED PRIOR TO START OF CONSTRUCTION.
- REMOVE ANY EXCESS AND/OR CONFLICTING EXISTING PAVEMENT MARKINGS AND STRIPING BY GRINDING.
- PLACE SC7(CA) SIGN 30 DAYS PRIOR TO CONSTRUCTION.



SPECIAL NOTES:

- ON-STREET PARKING ALONG BOTH SIDE OF TALBOT STREET BETWEEN LEROY STREET AND GAGE DRIVE SHALL BE PROHIBITED USING TEMPORARY "NO PARKING" SIGN AND COVER OR REMOVE ANY CONFLICTING SIGN.

LEGEND:

- | | | | |
|-----|--------------------|-----|--------------|
| ●—● | TRAFFIC CONES | CF | CURB FACE |
| ▨ | WORK AREA | RT | RIGHT |
| ⌵ | TYPE III BARRICADE | LT | LEFT |
| ▲ | SIGN | NTS | NOT TO SCALE |



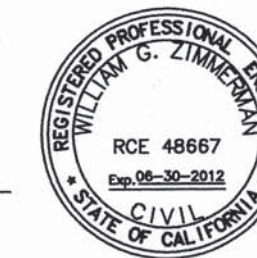
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1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

CONSTRUCTION CHANGE TABLE	
CHANGE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

WILLIAM G. ZIMMERMAN
REGISTERED CIVIL ENGINEER

4/30/12
DATE



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TEL: 714-799-1700

FAX: 714-799-1701

TALBOT STREET SLOPE RESTORATION PROJECT AREA-WIDE CONSTRUCTION SIGNING PLAN AND DETOUR TRAFFIC PLAN 2

CITY OF SAN DIEGO, CALIFORNIA
SHEET-17 OF 31 SHEETS

WBS_S-00609

APPROVED: *[Signature]* 5-9-2012
CITY ENGINEER DATE

SUBMITTED BY: JAMAL BATTA
SENIOR ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB/RC		1/17/11	

CASEY CROWN
ASSOCIATE ENGINEER

CASEY CROWN
PROJECT ENGINEER

203-1696

LAMBERT COORDINATES

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

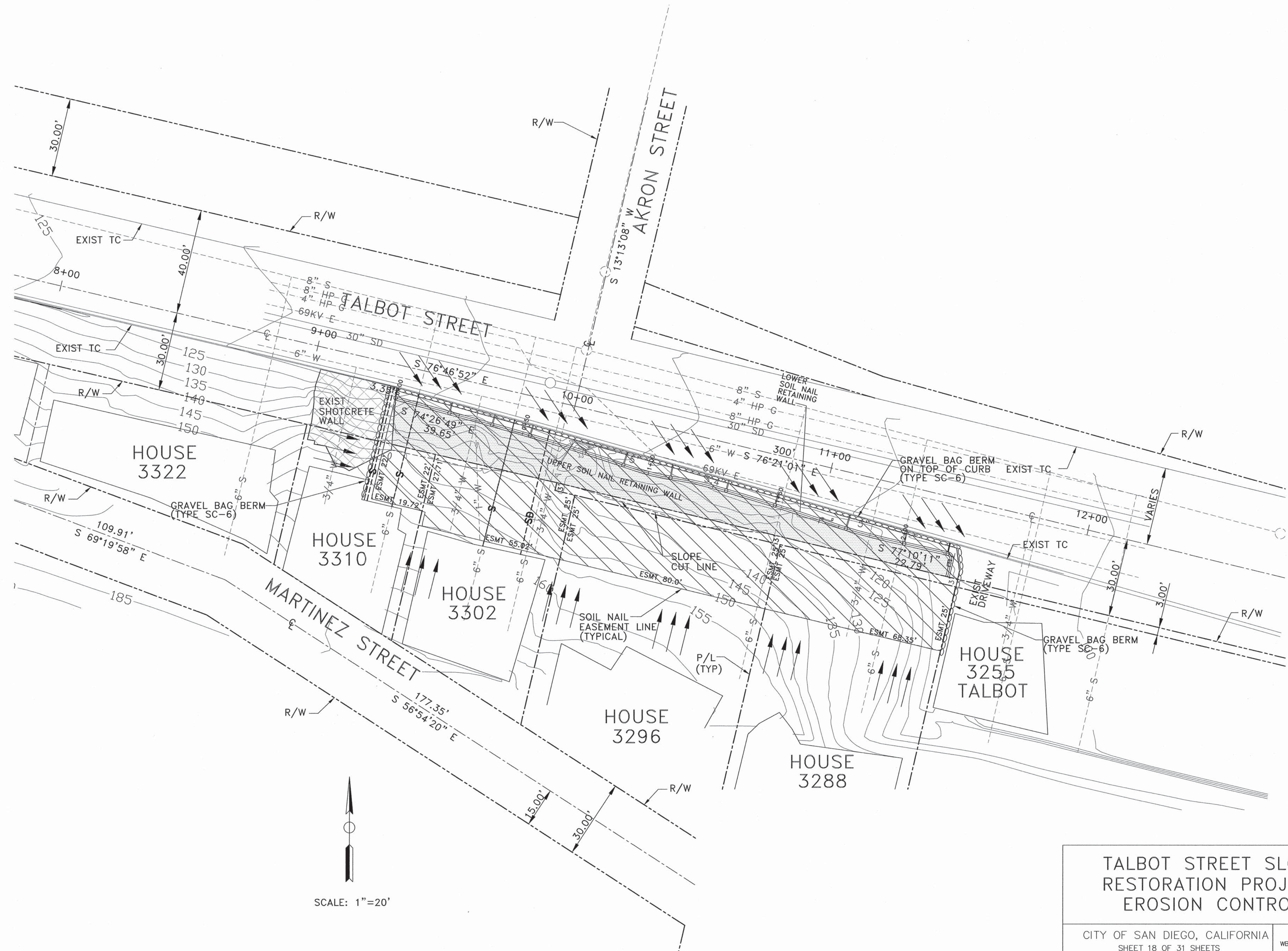
36111-17 - D

GENERAL NOTES:

- CONTRACTOR SHALL USE THE CALTRANS STORM WATER QUALITY HANDBOOKS CONSTRUCTION SITE BEST MANAGEMENT PRACTICES MANUAL.
- ALL EROSION CONTROL SHALL MEET CALTRANS STANDARDS.
- CONTRACTOR SHALL MANAGE WATER RUNOFF TO ELIMINATE POLLUTED WATER FROM ENTERING EXISTING CUBR AND GUTTER.

LEGEND:

- GRAVEL BAG BERM: USE 1-BAG WIDE AND 1-BAG HIGH
- CONSTRUCTION AREA
- DRAINAGE FLOW



SCALE: 1"=20'

**TALBOT STREET SLOPE RESTORATION PROJECT
EROSION CONTROL**

CITY OF SAN DIEGO, CALIFORNIA SHEET 18 OF 31 SHEETS				WBS_S-00609
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER	DATE			SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	RB/RC		1/17/11	
CONTRACTOR				DATE STARTED
INSPECTOR				DATE COMPLETED
				36111-18-D

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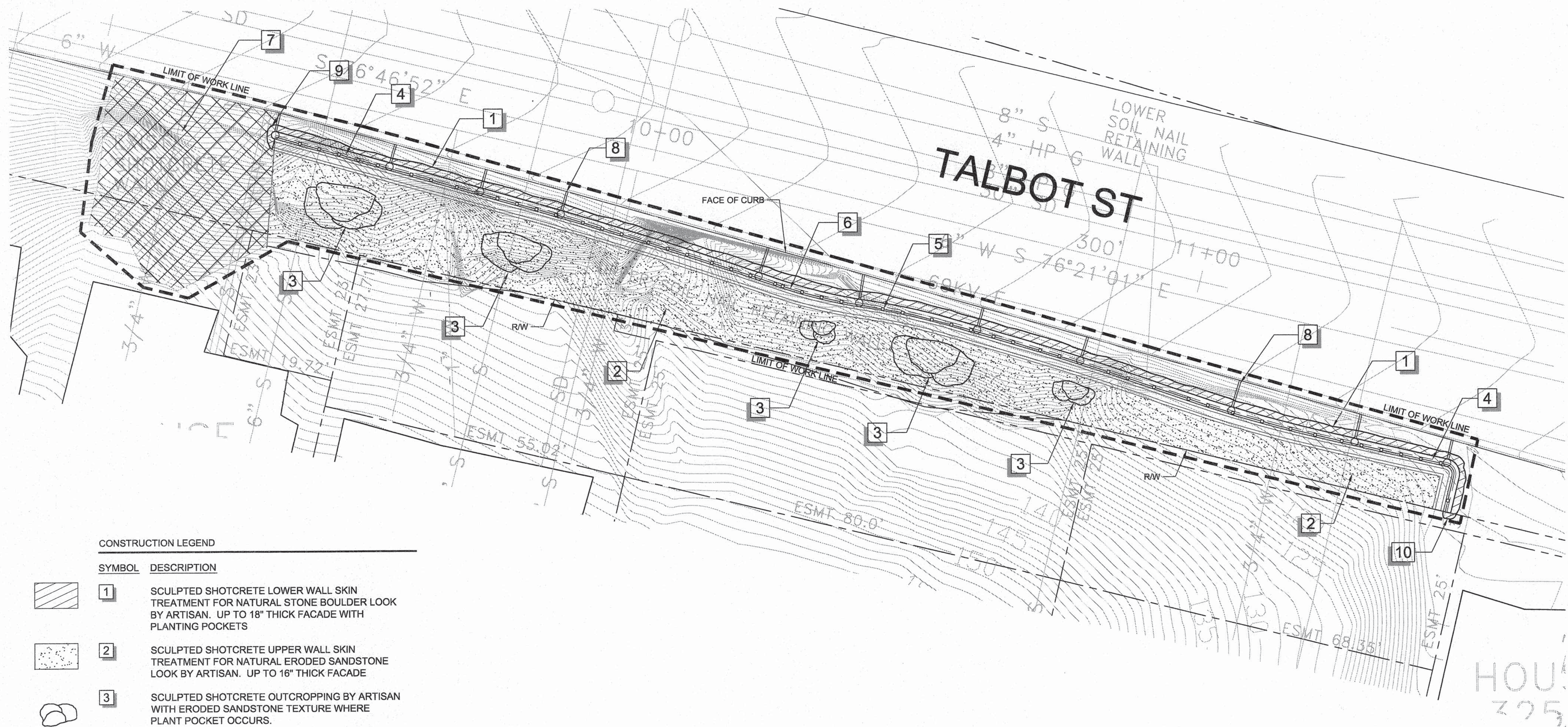
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS

PREPARED UNDER THE SUPERVISION OF

 WILLIAM G. ZIMMERMAN
 REGISTERED CIVIL ENGINEER

DATE: 1/17/11

W.G. ZIMMERMAN ENGINEERING, INC.
 5772 BOLSA AVE, SUITE 200
 HUNTINGTON BEACH, CA 92649
 TEL: 714-799-1700 FAX: 714-799-1701



CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
	1 SCULPTED SHOTCRETE LOWER WALL SKIN TREATMENT FOR NATURAL STONE BOULDER LOOK BY ARTISAN. UP TO 18" THICK FACADE WITH PLANTING POCKETS
	2 SCULPTED SHOTCRETE UPPER WALL SKIN TREATMENT FOR NATURAL ERODED SANDSTONE LOOK BY ARTISAN. UP TO 16" THICK FACADE
	3 SCULPTED SHOTCRETE OUTCROPPING BY ARTISAN WITH ERODED SANDSTONE TEXTURE WHERE PLANT POCKET OCCURS.
	4 STRUCTURAL AND ARCHITECTURAL WALLS. SEE CIVIL PLANS
	5 CABLE RAIL FENCE ON TOP OF LOWER WALL
	6 DRAINAGE GUTTER WITH SANDSTONE APPEARANCE TO MATCH UPPER WALL SKIN.
	7 EXISTING SHOTCRETE WALL
	8 CURB DRAIN PER CIVIL PLANS
	9 WALL TRANSITION TO EXISTING SHOTCRETE WALL
	10 WALL RETURN TRANSITION TO EXISTING LANDSCAPE

LC-1

**TALBOT STREET SLOPE RESTORATION PROJECT
CONSTRUCTION LEGEND & PLAN**

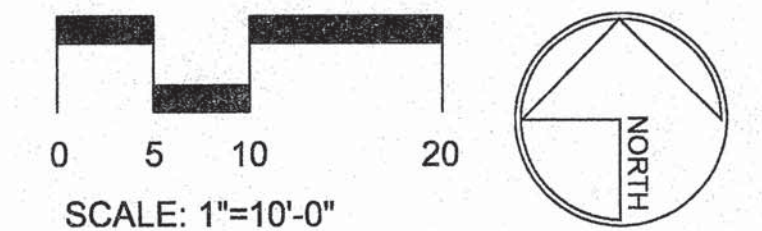
CITY OF SAN DIEGO, CALIFORNIA SHEET 19 OF 31 SHEETS		WBS: S-00609	
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER	DATE	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
CONTRACTOR	DATE STARTED	36111-19-D	
INSPECTOR	DATE COMPLETED		



DIAL TOLL FREE
1-800-227-2600
TWO WORKING DAYS
BEFORE YOU DIG

**SEE SHEET LC-2 FOR LOWER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-3 FOR UPPER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-4 FOR CONSTRUCTION NOTES & DETAILS
SEE SHEET LC-5 AND LC-6 FOR CONSTRUCTION DETAILS**

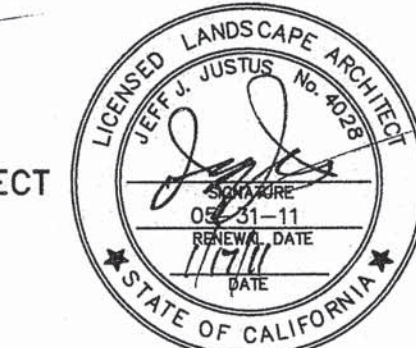
SDG PRJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ



SCHMIDT DESIGN GROUP, INC.
BALANCING ARTISTIC EXPRESSION IN DESIGN
WITH ENVIRONMENTAL SENSITIVITY
2655 Fourth Avenue, San Diego, CA 92103
telephone (619) 236-1462 facsimile (619) 236-8792
www.schmidtsg.com
Lic. CA 2138, NV 219, AZ 34139

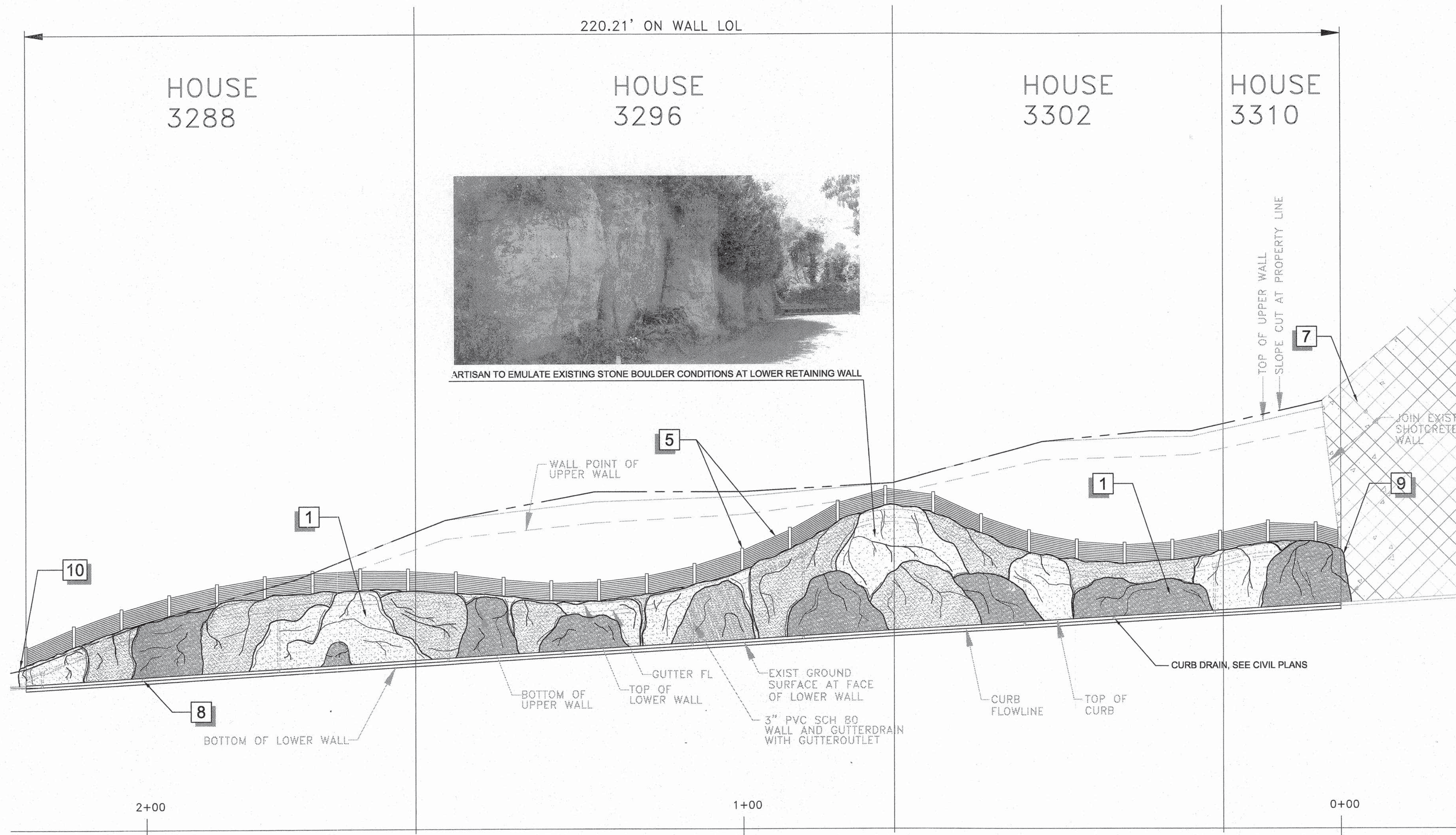
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TEL: 714-799-1700 FAX: 714-799-1701

PREPARED UNDER THE SUPERVISION OF
Jeff Justus
JEFF J. JUSTUS
REGISTERED LANDSCAPE ARCHITECT
01-17-2011
PLAN APPROVAL DATE



IF SHEET SIZE IS LESS THAN 22"x34", IT IS A REDUCED PRINT. SCALE ACCORDINGLY.

100% SUBMITTAL



CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
	1 SCULPTED SHOTCRETE LOWER WALL SKIN TREATMENT FOR NATURAL STONE BOULDER LOOK BY ARTISAN. UP TO 18" THICK FACADE WITH PLANTING POCKETS
	2 SCULPTED SHOTCRETE UPPER WALL SKIN TREATMENT FOR NATURAL ERODED SANDSTONE LOOK BY ARTISAN. UP TO 16" THICK FACADE
	3 SCULPTED SHOTCRETE OUTCROPPING BY ARTISAN WITH ERODED SANDSTONE TEXTURE WHERE PLANT POCKET OCCURS.
	4 STRUCTURAL AND ARCHITECTURAL WALLS. SEE CIVIL PLANS
	5 CABLE RAIL FENCE ON TOP OF LOWER WALL
	6 DRAINAGE GUTTER WITH SANDSTONE APPEARANCE TO MATCH UPPER WALL SKIN.
	7 EXISTING SHOTCRETE WALL
	8 CURB DRAIN PER CIVIL PLANS
	9 WALL TRANSITION TO EXISTING SHOTCRETE WALL
	10 WALL RETURN TRANSITION TO EXISTING LANDSCAPE

TALBOT STREET
LOWER WALL CONSTRUCTION ELEVATION

LC-2



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TWO WORKING DAYS
BEFORE YOU DIG

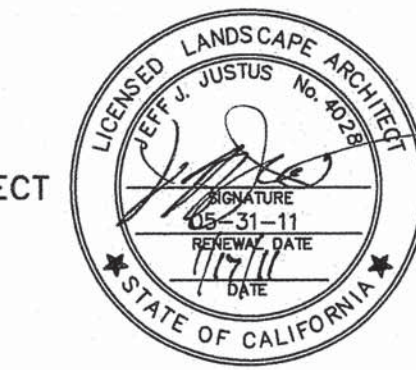
**SEE SHEET LC-1 FOR CONSTRUCTION LEGEND AND PLAN
SEE SHEET LC-3 FOR UPPER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-4 FOR CONSTRUCTION NOTES & DETAILS
SEE SHEET LC-5 AND LC-6 FOR CONSTRUCTION DETAILS**

SDG PRJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ

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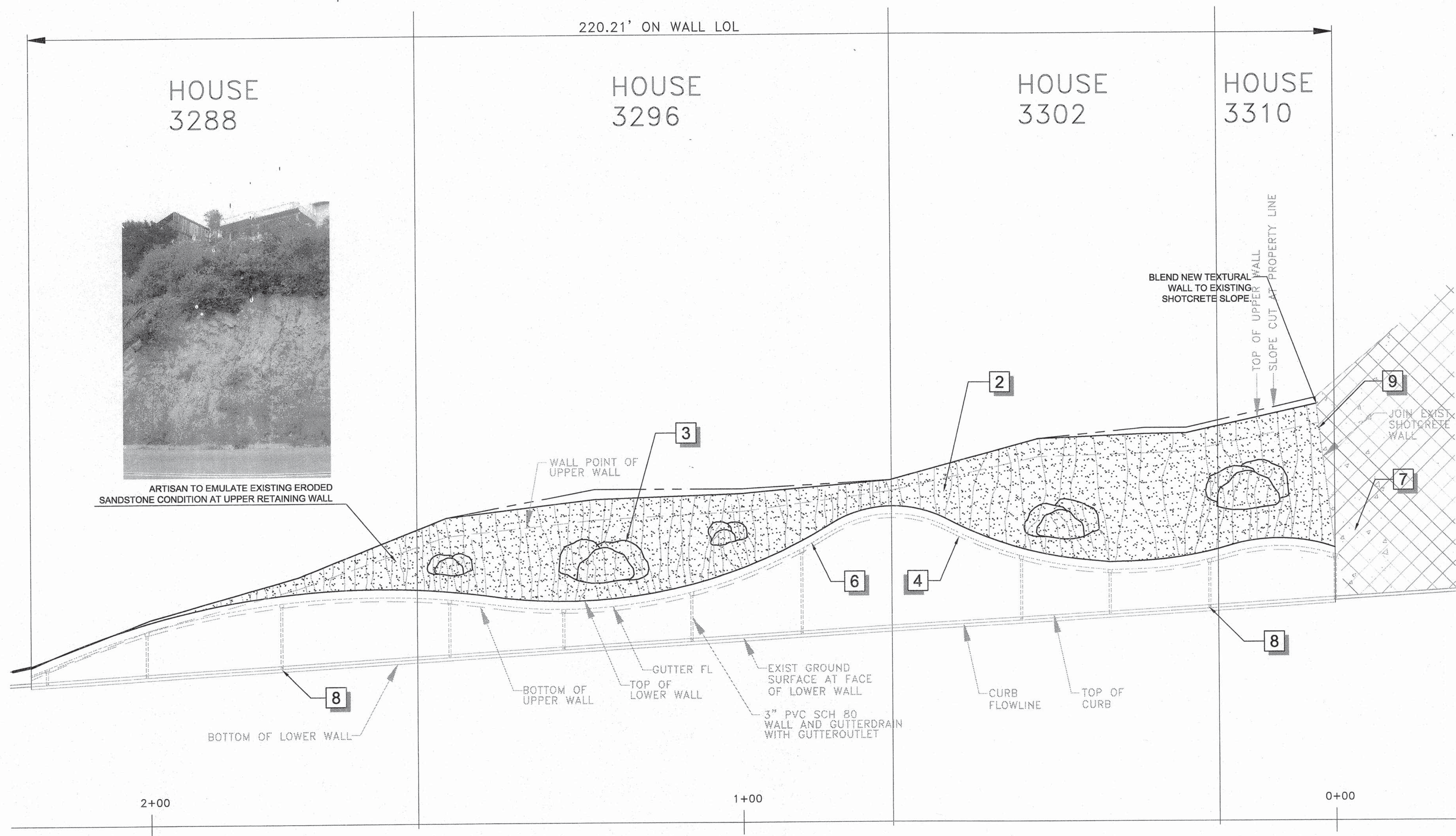
01-17-2011
PLAN APPROVAL DATE

TALBOT STREET SLOPE
RESTORATION PROJECT
LOWER WALL CONSTRUCTION ELEVATION

CITY OF SAN DIEGO, CALIFORNIA		WBS: S-00609	
SHEET 20 OF 31 SHEETS			
APPROVED: <i>Jamal Batta</i>	DATE: 7-29-11	SUBMITTED BY: JAMAL BATTA, SENIOR ENGINEER	
CITY ENGINEER	DATE	CASEY CROWN, ASSOCIATE ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
		CASEY CROWN, PROJECT ENGINEER	
		203-1696, LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED	36111-20-D	
INSPECTOR	DATE COMPLETED		

IF SHEET SIZE IS LESS THAN 22"x34", IT IS A REDUCED PRINT. SCALE ACCORDINGLY.

100% SUBMITTAL



CONSTRUCTION LEGEND

SYMBOL	DESCRIPTION
	1 SCULPTED SHOTCRETE LOWER WALL SKIN TREATMENT FOR NATURAL STONE BOULDER LOOK BY ARTISAN. UP TO 18" THICK FACADE WITH PLANTING POCKETS
	2 SCULPTED SHOTCRETE UPPER WALL SKIN TREATMENT FOR NATURAL ERODED SANDSTONE LOOK BY ARTISAN. UP TO 16" THICK FACADE
	3 SCULPTED SHOTCRETE OUTCROPPING BY ARTISAN WITH ERODED SANDSTONE TEXTURE WHERE PLANT POCKET OCCURS.
	4 STRUCTURAL AND ARCHITECTURAL WALLS. SEE CIVIL PLANS
	5 CABLE RAIL FENCE ON TOP OF LOWER WALL
	6 DRAINAGE GUTTER WITH SANDSTONE APPEARANCE TO MATCH UPPER WALL SKIN.
	7 EXISTING SHOTCRETE WALL
	8 CURB DRAIN PER CIVIL PLANS
	9 WALL TRANSITION TO EXISTING SHOTCRETE WALL
	10 WALL RETURN TRANSITION TO EXISTING LANDSCAPE



ARTISAN TO EMULATE EXISTING ERODED SANDSTONE CONDITION AT UPPER RETAINING WALL

**TALBOT STREET
DEVELOPED UPPER WALL ELEVATION**

LC-3

DIGALERT
DIAL TOLL FREE
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TWO WORKING DAYS
BEFORE YOU DIG

**SEE SHEET LC-1 FOR CONSTRUCTION LEGEND AND PLAN
SEE SHEET LC-2 FOR LOWER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-4 FOR CONSTRUCTION NOTES & DETAILS
SEE SHEET LC-5 AND LC-6 FOR CONSTRUCTION DETAILS**

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TEL: 714-799-1700 FAX: 714-799-1701
PREPARED UNDER THE SUPERVISION OF
JEFFOY JUSTUS
REGISTERED LANDSCAPE ARCHITECT
01-17-2011
PLAN APPROVAL DATE

**TALBOT STREET SLOPE RESTORATION PROJECT
UPPER WALL CONSTRUCTION ELEVATION**

CITY OF SAN DIEGO, CALIFORNIA SHEET 21 OF 31 SHEETS		WBS: S-00609
APPROVED: <i>Jamal Batta</i> 7-29-11 CITY ENGINEER	DATE	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	JJ	
		DATE
		FILMED
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	
		36111-21-D

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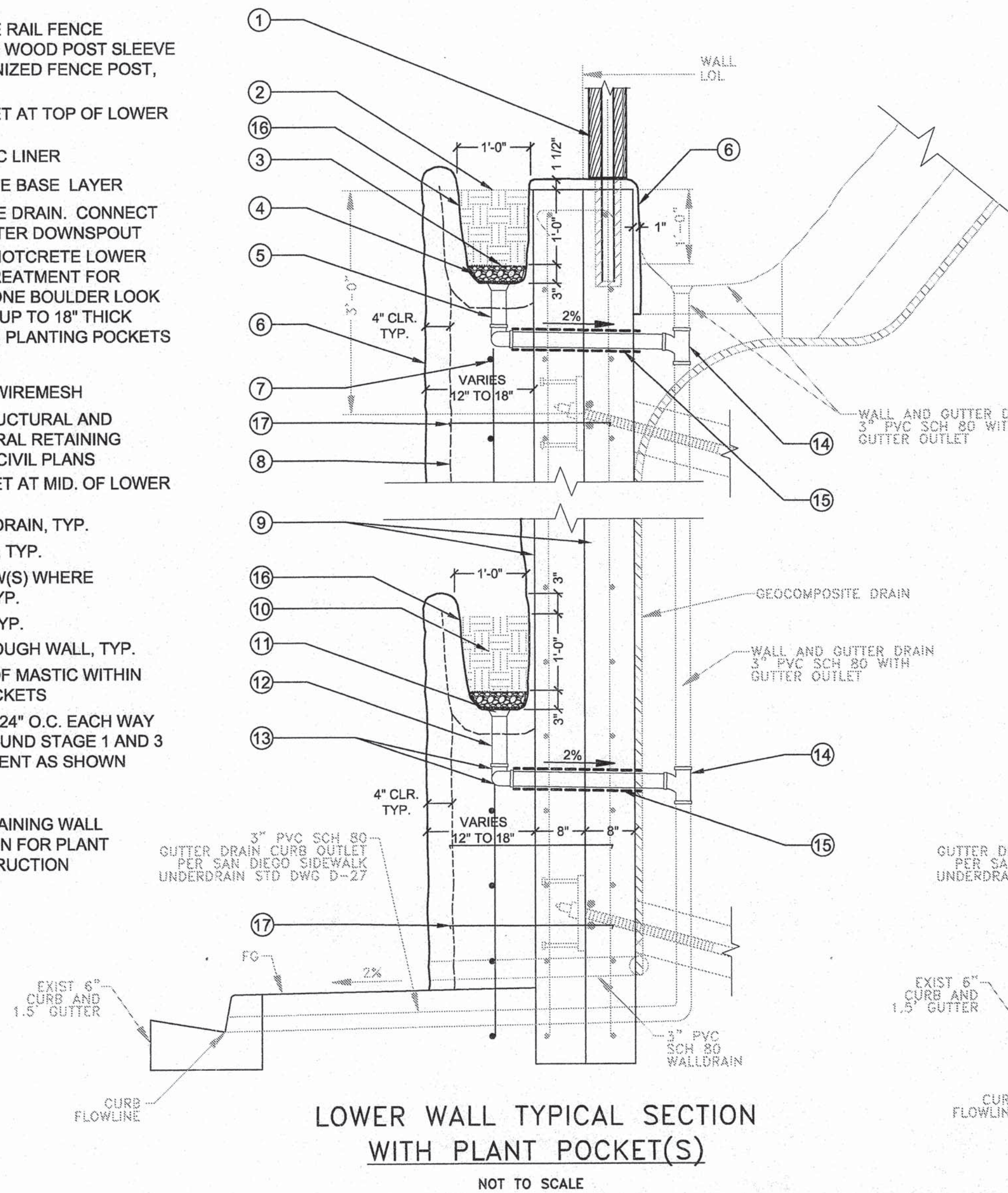
CONSTRUCTION NOTES:

1. UNLESS SPECIFIED OTHERWISE, LANDSCAPE CONSTRUCTION AND LAYOUT WORK INCLUDES, BUT IS NOT LIMITED TO THE LOCATION, PLACEMENT AND DETAILING OF THE CONCRETE ARCHITECTURAL WALLS, SURROUNDING LANDSCAPE DISTURBED DUE TO NEW CONSTRUCTION AND CONSTRUCTION OF CERTAIN SPECIFIED SITE FURNISHINGS I.E. FENCING ON TOP OF RETAINING WALL.
2. SEE CIVIL PLAN FOR STREET PARKING, RETAINING WALLS, SITE DRAINAGE AND GRADING, FINISH GRADING AND SITE UTILITY LAYOUT.
3. SEE CIVIL PLANS FOR RETAINING WALL LAYOUT AND CONSTRUCTION.
4. DIMENSIONS INDICATED ON PLANS SHALL PREVAIL OVER PLAN SCALE. DIMENSIONS ARE TO FACES OF, AND PERPENDICULAR FACE OF VERTICAL SURFACES UNLESS SHOWN OTHERWISE. ALL ANGLES AND CONNECTIONS ARE (90) DEGREES UNLESS NOTED OTHERWISE.
5. ALL COORDINATE POINTS AND DIMENSIONS ARE TAKEN FROM THE BACK OF CURB UNLESS OTHERWISE NOTED.
6. SEE IRRIGATION PLANS FOR SLEEVE LOCATIONS PRIOR TO CONSTRUCTION.
7. NO DEVIATIONS FROM PLANS SHALL OCCUR WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.
8. ANY PROPOSED WORK THAT IS INCONSISTENT WITH COMMON, SAFE CONSTRUCTION PRACTICES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH CONSTRUCTION.
9. CONTRACTOR SHALL VISIT SITE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
10. CONTRACTOR SHALL DETERMINE THE LOCATION AND DEPTH OF ALL SITE UTILITIES PRIOR TO CONSTRUCTION. NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES IMMEDIATELY.
11. CONTRACTOR SHALL SECURE ALL PERMITS AND PAY ALL APPLICABLE FEES TO CONSTRUCT THE PLANS HEREIN.
12. THE CONTRACTOR SHALL HAVE ENGINEER OF WORK OR LANDSCAPE ARCHITECT VERIFY ALL CONSTRUCTION STAKING LOCATIONS PRIOR TO INSTALLATION OF CONCRETE PAVING.
13. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION STAKING AND RE-STAKING REQUIRED TO COMPLETE THE PROJECT.
14. ALL HARDWARE SUCH AS NAILS, BOLTS, FASTENERS ETC. SHALL BE HOT DIPPED GALVANIZED UNLESS OTHERWISE NOTED.
15. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES AS NECESSARY.
16. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR LANDSCAPE ARCHITECTS REVIEW AND APPROVAL FOR DETAILS AS NOTED ON THE PLANS AND SPECIFICATIONS.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY CLEANUP OF THE SITE AND PROVIDING ADEQUATE SAFETY MEASURES DURING CONSTRUCTION ON A 24 HOUR BASIS.
18. ANY CREDITS AND/OR DEBITS SHALL BE REPORTED TO LANDSCAPE ARCHITECT AT TIME OF OCCURRENCE FOR PROPER VERIFICATION AND/OR APPROVAL PRIOR TO COMMENCEMENT OF RESULTING ACTION.
19. CONTRACTOR SHALL PROVIDE A 24 HOUR PHONE NUMBER AVAILABLE IN CASE OF EMERGENCY.

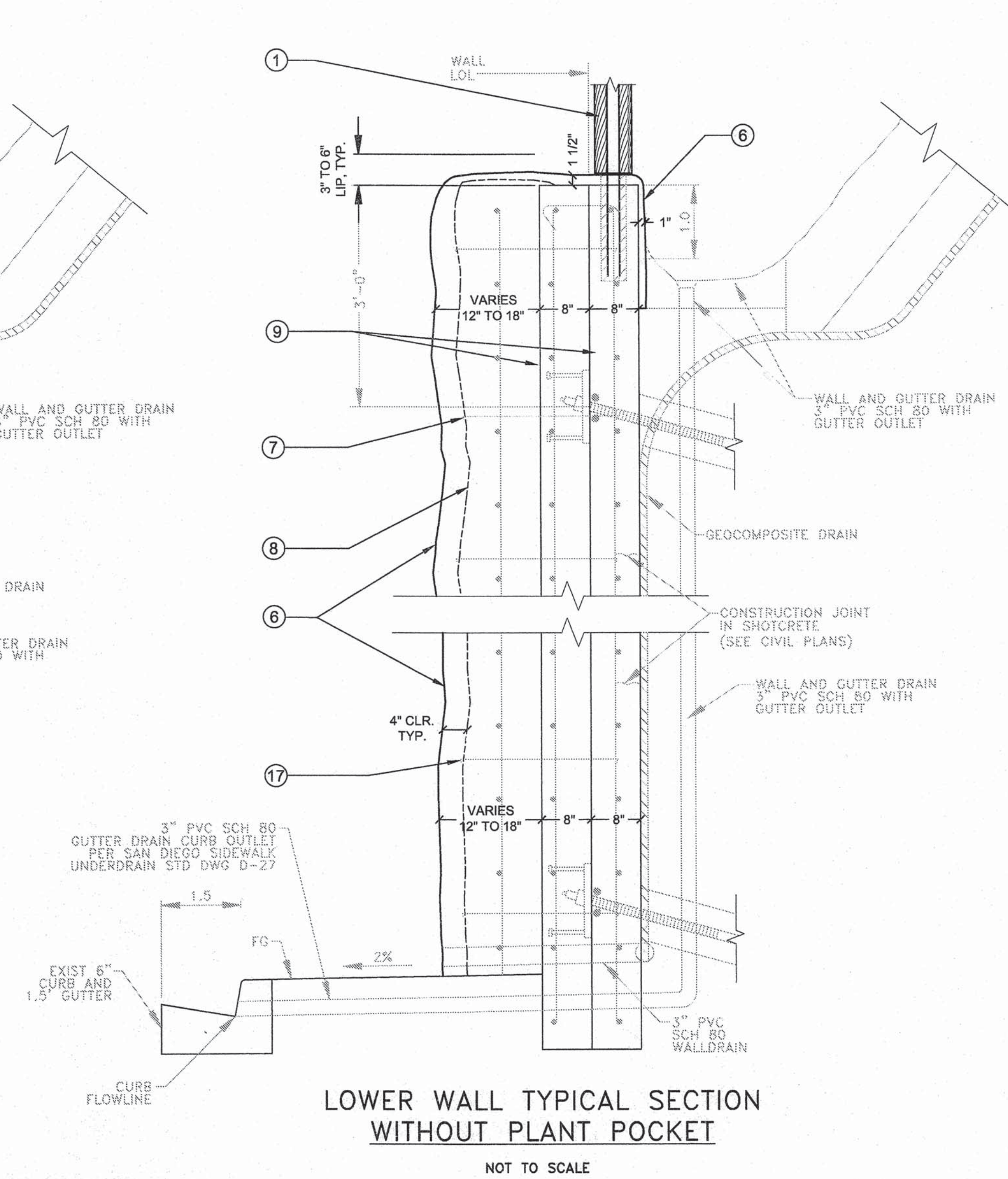
LEGEND

- ① 4' TALL CABLE RAIL FENCE
- ② 6" SYNTHETIC WOOD POST SLEEVE OVER GALVANIZED FENCE POST, TYP.
- ③ PLANT POCKET AT TOP OF LOWER WALL
- ④ FILTER FABRIC LINER
- ⑤ 2" AGGREGATE BASE LAYER
- ⑥ 2" LANDSCAPE DRAIN. CONNECT TO CIVIL GUTTER DOWNSPOUT
- ⑦ SCULPTED SHOTCRETE LOWER WALL SKIN TREATMENT FOR NATURAL STONE BOULDER LOOK BY ARTISAN. UP TO 18" THICK FACADE WITH PLANTING POCKETS
- ⑧ #4 BAR AT 12"
- ⑨ 4X4 W4.0/4.0 WIREMESH
- ⑩ 8" EACH, STRUCTURAL AND ARCHITECTURAL RETAINING WALLS. SEE CIVIL PLANS
- ⑪ PLANT POCKET AT MID. OF LOWER WALL
- ⑫ 2" FLAT NDS DRAIN, TYP.
- ⑬ 2" PVC RISER, TYP.
- ⑭ 2" PVC ELBOW(S) WHERE REQUIRED, TYP.
- ⑮ 2" PVC TEE, TYP.
- ⑯ SLEEVE THROUGH WALL, TYP.
- ⑰ WATER PROOF MASTIC WITHIN PLANTER POCKETS
- ⑱ #3 REBAR AT 24" O.C. EACH WAY HOOKED AROUND STAGE 1 AND 3 REINFORCEMENT AS SHOWN

NOTE:
SEE UPPER RETAINING WALL TYPICAL SECTION FOR PLANT POCKET CONSTRUCTION



LOWER WALL TYPICAL SECTION WITH PLANT POCKET(S)
NOT TO SCALE



LOWER WALL TYPICAL SECTION WITHOUT PLANT POCKET
NOT TO SCALE

NOTE:
LANDSCAPE CONSTRUCTION WALL PLANS, SECTIONS AND DETAILS DEPICT NATURAL ROCK AND SANDSTONE TEXTURAL WALL INSTALLATION CONDITIONS. SEE CIVIL PLANS FOR STRUCTURAL AND ARCHITECTURAL WALL CONSTRUCTION PLANS, NOTES AND DETAILS.

1 LOWER RETAINING WALL TYPICAL SECTIONS
NO SCALE

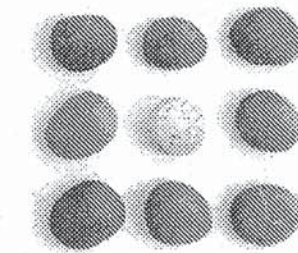
LC-4



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BEFORE YOU DIG

SEE SHEET LC-1 FOR CONSTRUCTION LEGEND AND PLAN
SEE SHEET LC-2 FOR LOWER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-3 FOR UPPER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-5 AND LC-6 FOR CONSTRUCTION DETAILS

SDG PROJ: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ



SCHMIDT DESIGN GROUP, INC.

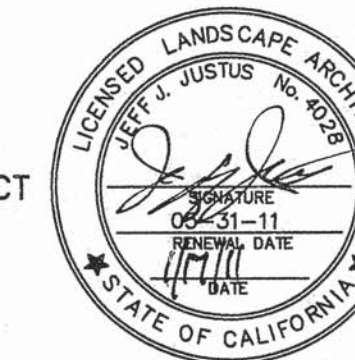
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2655 Fourth Avenue, San Diego, CA 92103
telephone (619) 236-1462 facsimile (619) 236-8792
www.schmidtsg.com
Lic. CA 2138, NV 219, AZ 34139

W.G. ZIMMERMAN ENGINEERING, INC.
5772 BOLSA AVE, SUITE 200
HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

PREPARED UNDER THE SUPERVISION OF

Jeff Justus
JEFF JUSTUS
REGISTERED LANDSCAPE ARCHITECT

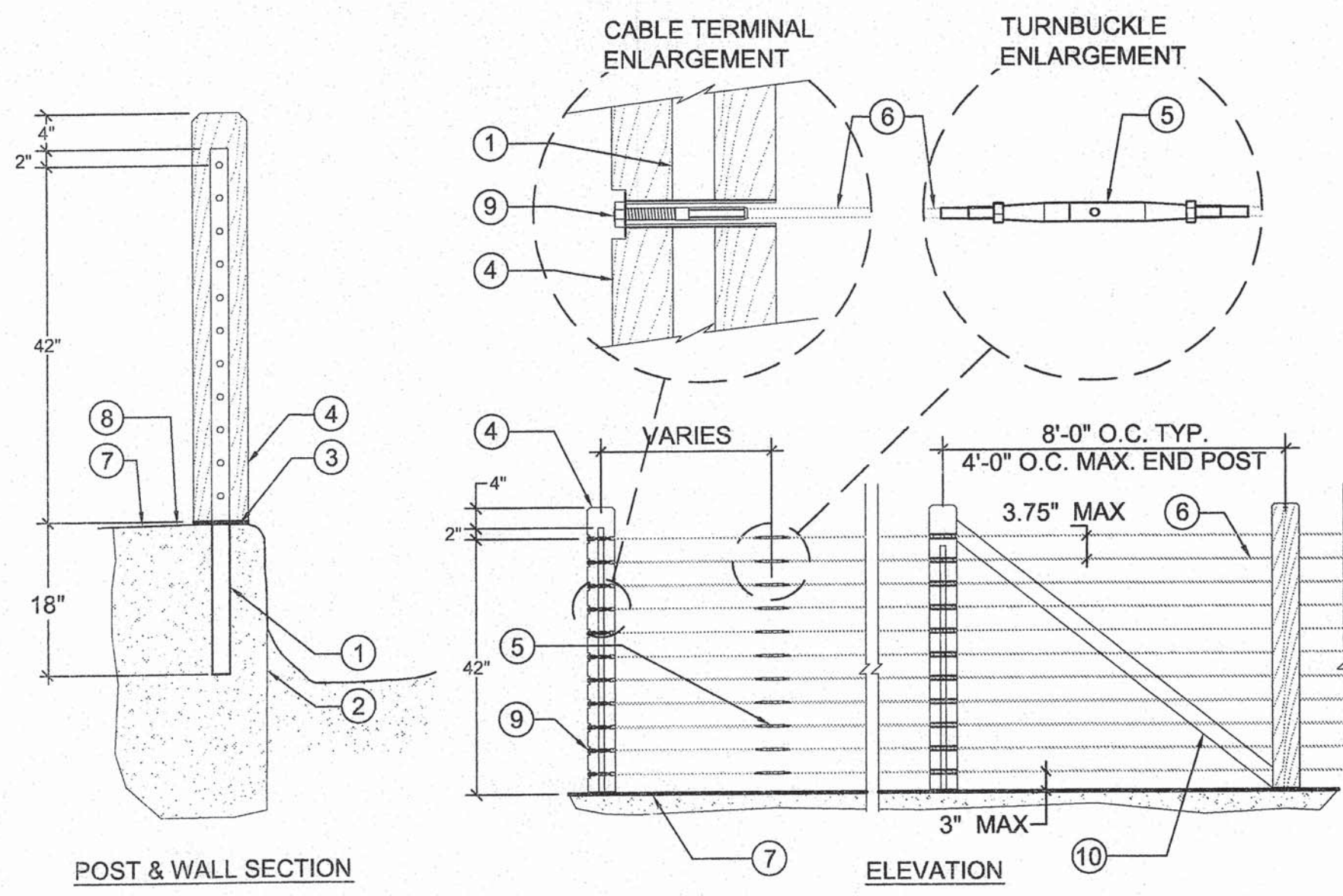


01-17-2011
PLAN APPROVAL DATE

TALBOT STREET SLOPE RESTORATION PROJECT
CONSTRUCTION NOTES AND DETAILS

CITY OF SAN DIEGO, CALIFORNIA		SHEET 22 OF 31 SHEETS		WBS: S-00609
APPROVED: <i>Jamal Batta</i>	DATE: 7-29-11	SUBMITTED BY: JAMAL BATTA, SENIOR ENGINEER		
CITY ENGINEER	DATE	DESCRIPTION	BY	APPROVED
		ORIGINAL	JJ	
CONTRACTOR	DATE STARTED	CASEY CROWN, ASSOCIATE ENGINEER		
INSPECTOR	DATE COMPLETED	CASEY CROWN, PROJECT ENGINEER		
		203-1696, LAMBERT COORDINATES		
		36111-22-D		

100% SUBMITTAL

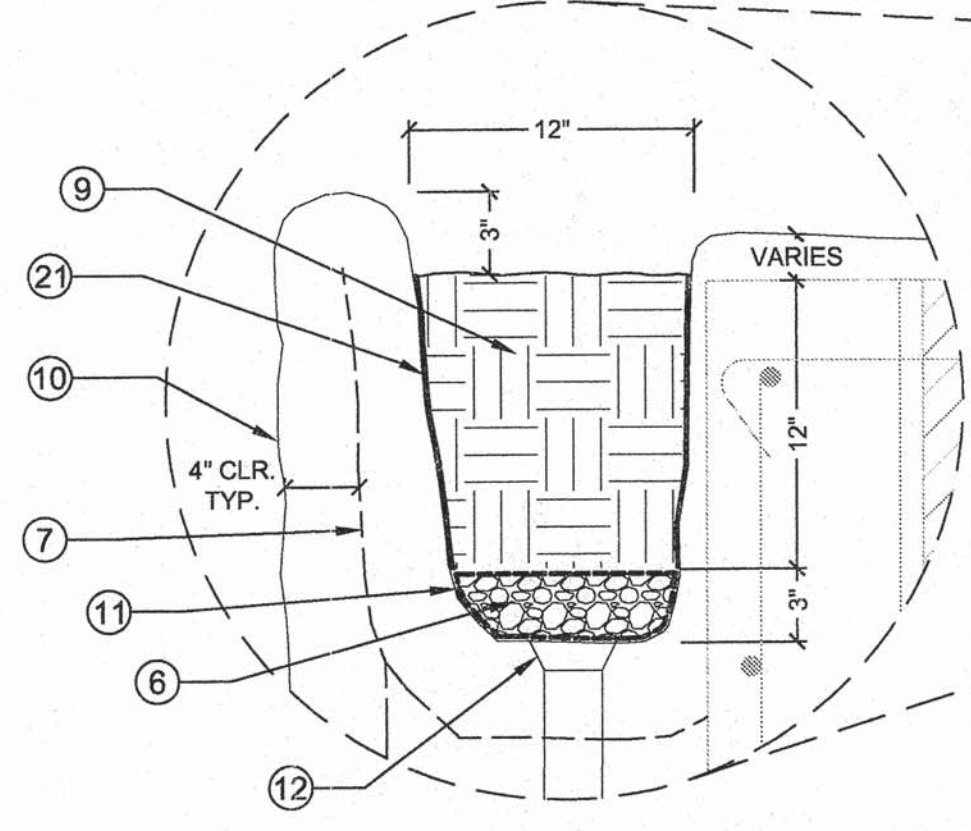


- LEGEND:**
- 1 1 1/2" GALV. STEEL FENCE POST SET INTO WALL 18"
 - 2 CONCRETE STRUCTURAL RETAINING WALL PER CIVIL DRAWINGS.
 - 3 6" X6" X 1/4" GALV. PLATE STEEL SEPARATOR. WELD TO FENCE POST.
 - 4 6" X 6" RECYCLED STRUCTURAL WOOD POST WITH 1" CHAMFER 4 SIDES (TYP.) BY AMERICAN PLASTIC LUMBER OR APPROVED EQUAL. PHONE# 877-677-7701. COLOR: CEDAR. CORE DRILL CENTER OF WOOD POST TO OUTER DIA. OF FENCE POST. SLEEVE WOOD POST OVER STEEL FENCE POST AND DRILL HOLES FOR STAINLESS CABLE FITTINGS.
 - 5 VISSLINE STAINLESS STEEL TURN BUCKLE ASSEMBLY BY JAKOB ROPE SYSTEMS OR APPROVED EQUAL. PHONE# 561-330-6502. TURNBUCKLE WITH SWAGED EXTERNAL THREAD ENDS, RH/LH AISI 316 FOR 1/4" STAINLESS STEEL ROPE. TURN BUCKLES MUST BE PLACED BETWEEN EACH TERMINAL END AND EQUIDISTANT FROM TERMINALS. TURN BUCKLES MUST BE NO FURTHER THAN 200' APART. ALIGN AT REQUIRED LOCATION.
 - 6 1/4" DIA. STAINLESS STEEL CABLE
 - 7 TOP OF LOWER RETAINING WALL, HEIGHT VARIES
 - 8 SLOPE TOP OF WALL TO DRAIN AWAY FROM POST
 - 9 LINE SIZE THREADED PLUG WITH STAINLESS WASHER AND NUT AT BEGINNING OF CABLE RUN. COUNTER SINK PLUG FLUSH WITH POST.
 - 10 2X4" FENCE POST BRACE. ATTACH TO FAUX WOOD POST AT EACH END/CORNER OF FENCING WITH (2) 3/8" MACHINE BOLTS WITH WASHERS. COUNTER SINK PLUG FLUSH WITH POST.

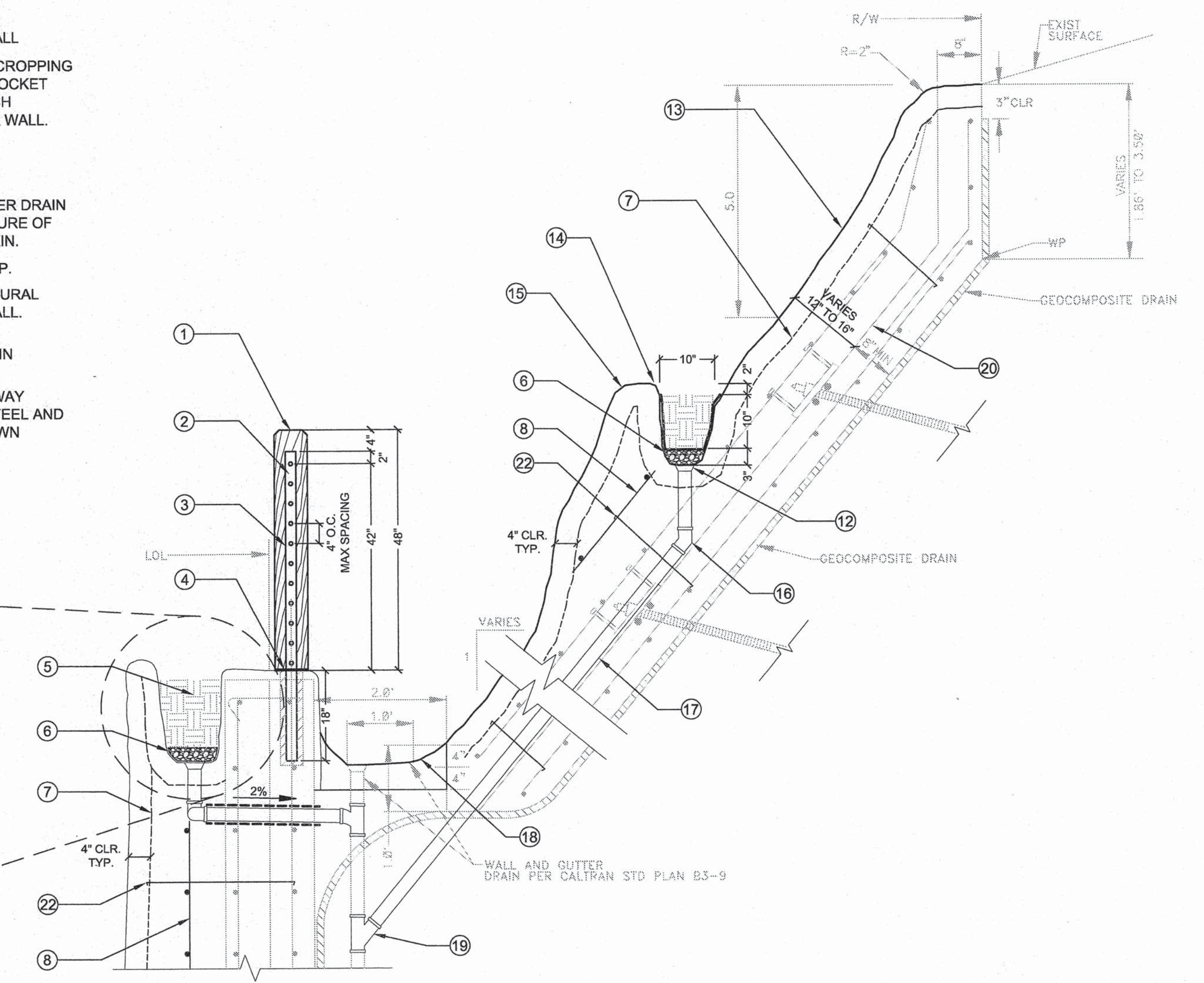
- NOTES:**
- A. ALL HARDWARE SHALL BE 400 SERIES MARTENSITIC STAINLESS STEEL (TYP.)
 - B. MAXIMUM DISTANCE BETWEEN TURNBUCKLES SHALL BE 200'±
 - C. INTERMEDIATE TURNBUCKLES SHALL BE PLACED IN LINE, VERTICALLY ALIGNED.
 - D. CABLE SHALL NOT BE SPLICED BETWEEN INTERMEDIATE TURNBUCKLES AND END POSTS.
 - E. POSTS TO BE VERTICAL.
 - F. ALIGNMENT OF HOLES IN POSTS MAY VARY TO CONFORM TO SLOPE.
 - G. THE CONTRACTOR SHALL VERIFY ALL DEPENDENT DIMENSIONS IN THE FIELD BEFORE ORDERING OR FABRICATING ANY MATERIAL.
 - H. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.
 - I. ALTERNATIVE DETAILS MAY BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT.
 - J. DO NOT OVER TENSION CABLE. TIGHTEN EVERY OTHER TURNBUCKLE ASSEMBLY IN ALTERNATING ORDER TO MAINTAIN CONSISTENT TORQUE OVER LENGTH OF POST. CABLE SHALL BE TAUGHT, FREE OF SAG AND REVIEWED BY ENGINEER AT INITIAL CONSTRUCTION STAGE.
 - K. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

1 FAUX WOOD CABLE RAIL FENCE
NO SCALE

- LEGEND:**
- 1 4' TALL CABLE RAIL FENCE
6" SYNTHETIC WOOD POST SLEEVE
OVER GALVANIZED FENCE POST, TYP.
 - 2 1/4" BRAIDED STAINLESS STEEL CABLE
 - 3 1 1/2" GALVANIZED FENCE POST, 18"
IMBED, TYP.
 - 4 1/4" PLATE STEEL SEPARATOR
WELDED TO GALVANIZED FENCE POST
 - 5 PLANT POCKET AT TOP OF LOWER
WALL
 - 6 3/4" MINUS AGGREGATE BASE LAYER
 - 7 4X4 W4.0/4.0 WIREMESH
 - 8 #4 BAR AT 12" O.C.
 - 9 CLASS A TOPSOIL
 - 10 TEXTURAL ROCK FACE
 - 11 FILTER FABRIC WRAP
 - 12 2" DRAIN, TYP.
 - 13 SHOTCRETE WITH NATURAL
SANDSTONE SLOPE TEXTURE.
ARTISAN SCULPTED WALL SKIN ON
FACE OF UPPER WALL TO MATCH
EXISTING ERODED SANDSTONE SITE
CONDITIONS.
 - 14 PLANT POCKET AT UPPER WALL
 - 15 SCULPTED SHOTCRETE OUTCROPPING
BY ARTISAN WHERE PLANT POCKET
OCCURS. TEXTURE TO MATCH
SANDSTONE FACE OF UPPER WALL.
 - 16 2" PVC 45° FITTING, TYP.
 - 17 2" PVC PIPE, TYP.
 - 18 FINISHED TEXTURE OF GUTTER DRAIN
TO MATCH COLOR AND TEXTURE OF
UPPER WALL SANDSTONE SKIN.
 - 19 2" PVC WYE PIPE FITTING, TYP.
 - 20 8" STRUCTURAL / ARCHITECTURAL
UPPER SLOPE RETAINING WALL.
SEE CIVIL PLANS
 - 21 WATER PROOF MASTIC WITHIN
PLANTER POCKETS
 - 22 #4 REBAR AT 24" O.C. EACH WAY
HOOKED TO STRUCTURAL STEEL AND
WELDED WIREMESH AS SHOWN



TYPICAL PLANT POCKET ENLARGEMENT
NOT TO SCALE



UPPER WALL TYPICAL SECTION
NOT TO SCALE

NOTE:
LANDSCAPE CONSTRUCTION WALL PLANS, SECTIONS AND DETAILS
DEPICT NATURAL ROCK AND SANDSTONE TEXTURAL WALL
INSTALLATION CONDITIONS. SEE CIVIL PLANS FOR STRUCTURAL AND
ARCHITECTURAL WALL CONSTRUCTION PLANS, NOTES AND DETAILS.

2 UPPER RETAINING WALL TYPICAL SECTION
NO SCALE

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BEFORE YOU DIG

SEE SHEET LC-1 FOR CONSTRUCTION LEGEND AND PLAN
SEE SHEET LC-2 FOR LOWER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-3 FOR UPPER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-4 FOR CONSTRUCTION NOTES & DETAILS
SEE SHEET LC-6 FOR CONSTRUCTION DETAILS

SDG PROJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ

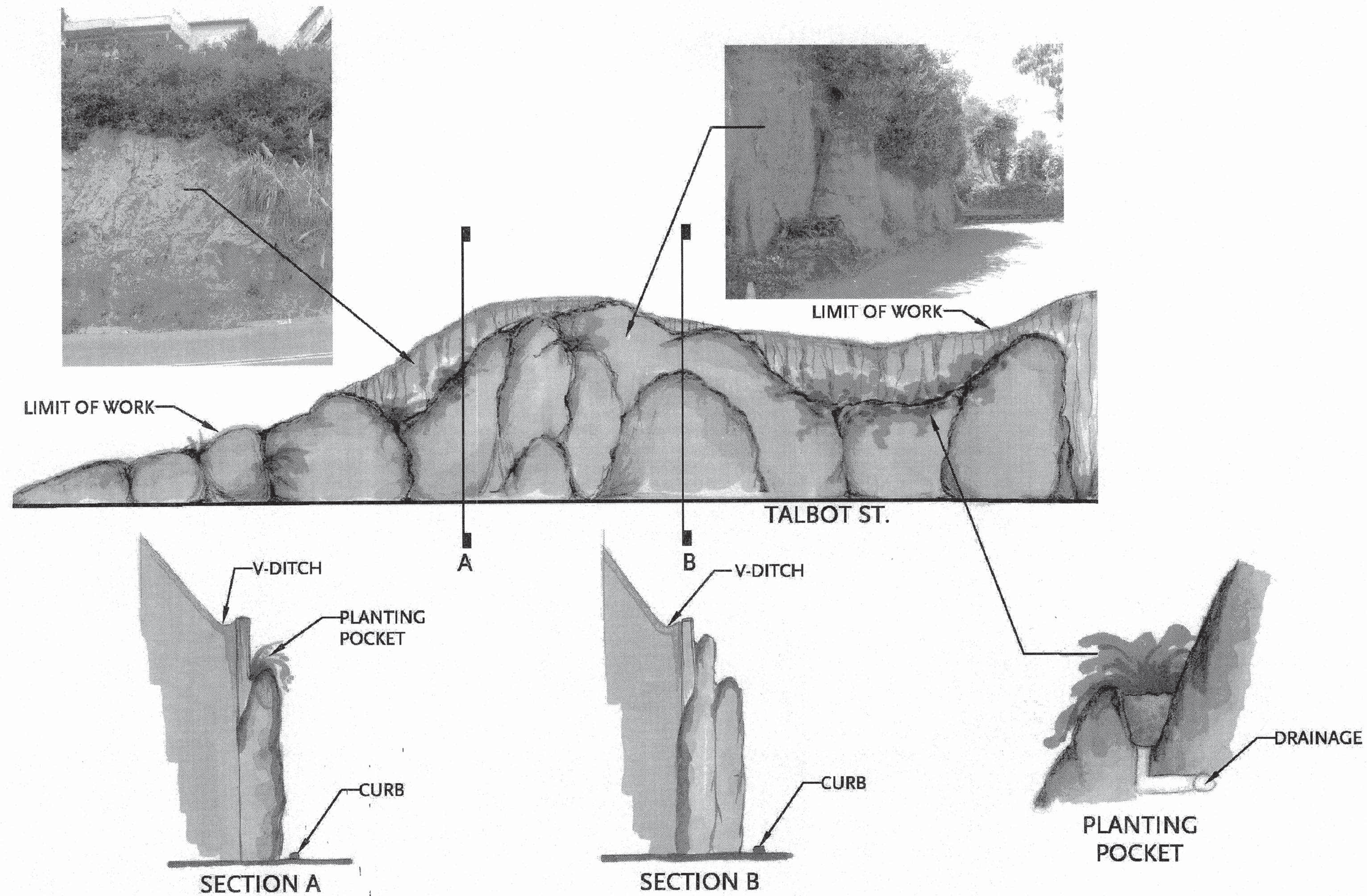
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PREPARED UNDER THE SUPERVISION OF
JEFF J. JUSTUS
REGISTERED LANDSCAPE ARCHITECT
01-17-2011
PLAN APPROVAL DATE



TALBOT STREET SLOPE RESTORATION PROJECT
CONSTRUCTION DETAILS
CITY OF SAN DIEGO, CALIFORNIA
SHEET 23 OF 31 SHEETS
WBS: S-00609
APPROVED: *Paul Batts* 7-24-11
CITY ENGINEER DATE
SUBMITTED BY: **JAMAL BATTA**
SENIOR ENGINEER
DESCRIPTION BY APPROVED DATE FILMED
ORIGINAL JJ
CASEY CROWN
ASSOCIATE ENGINEER
CASEY CROWN
PROJECT ENGINEER
203-1696
LAMBERT COORDINATES
CONTRACTOR INSPECTOR DATE STARTED DATE COMPLETED
36111-23-D

100% SUBMITTAL



A CONCEPTUAL ELEVATION AND SECTIONS
NO SCALE

LC-6



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TWO WORKING DAYS
BEFORE YOU DIG

SEE SHEET LC-1 FOR CONSTRUCTION LEGEND AND PLAN
SEE SHEET LC-2 FOR LOWER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-3 FOR UPPER WALL CONSTRUCTION ELEVATION
SEE SHEET LC-4 FOR CONSTRUCTION NOTES & DETAILS
SEE SHEET LC-5 FOR CONSTRUCTION DETAILS

SDG PRJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ



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Jeff J. Justus
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 REGISTERED LANDSCAPE ARCHITECT



01-17-2011
 PLAN APPROVAL DATE

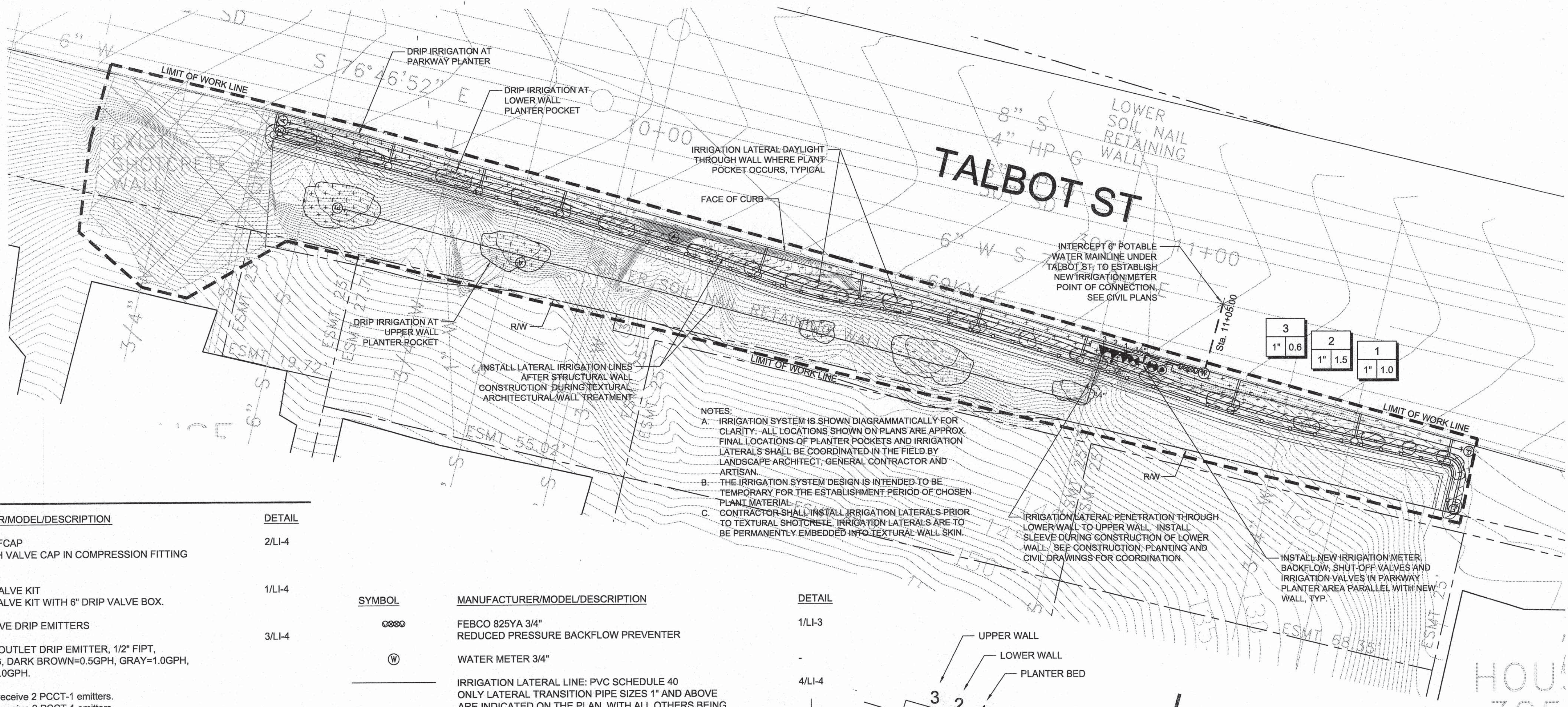
TALBOT STREET SLOPE RESTORATION PROJECT
 CONCEPTUAL ELEVATION AND SECTIONS

CITY OF SAN DIEGO, CALIFORNIA
 SHEET 24 OF 31 SHEETS
 WBS: S-00609

APPROVED: <i>Jamal Batta</i>	DATE: 7-24-11	SUBMITTED BY: JAMAL BATTA
CITY ENGINEER		SENIOR ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	JJ	
		DATE
		FILMED
CONTRACTOR	DATE STARTED	36111-24-D
INSPECTOR	DATE COMPLETED	

100% SUBMITTAL

IF SHEET SIZE IS LESS THAN 22"X34", IT IS A REDUCED PRINT. SCALE ACCORDINGLY.

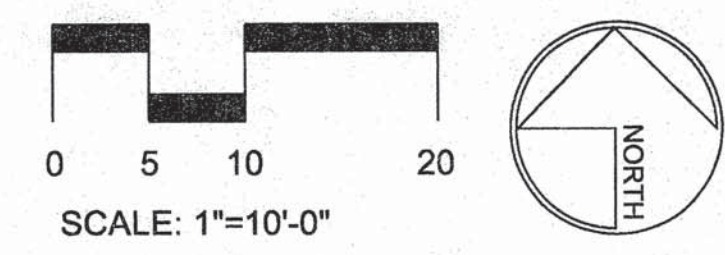
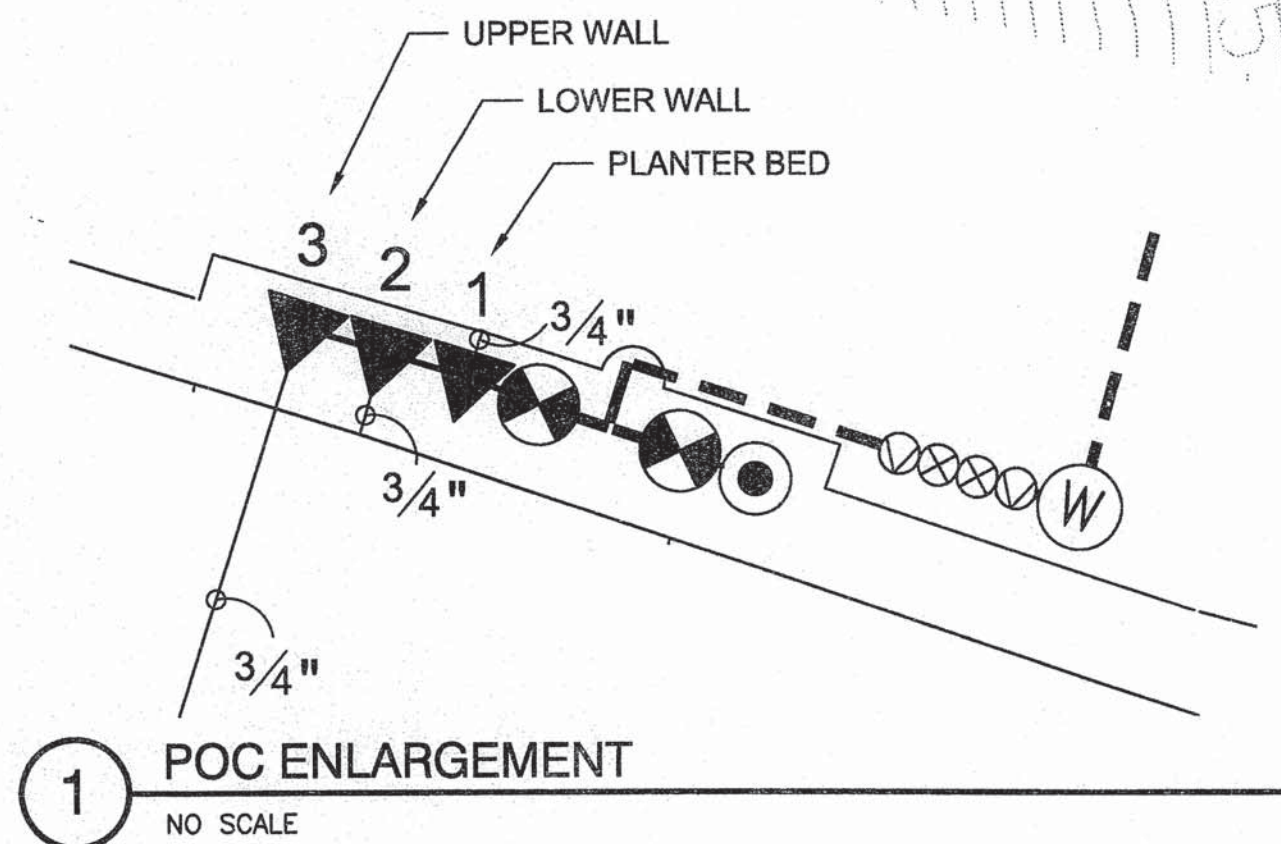
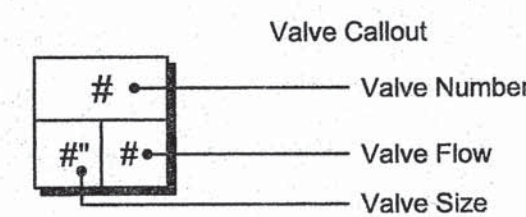


NOTES:
 A. IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY FOR CLARITY. ALL LOCATIONS SHOWN ON PLANS ARE APPROX. FINAL LOCATIONS OF PLANTER POCKETS AND IRRIGATION LATERALS SHALL BE COORDINATED IN THE FIELD BY LANDSCAPE ARCHITECT, GENERAL CONTRACTOR AND ARTISAN.
 B. THE IRRIGATION SYSTEM DESIGN IS INTENDED TO BE TEMPORARY FOR THE ESTABLISHMENT PERIOD OF CHOSEN PLANT MATERIAL.
 C. CONTRACTOR SHALL INSTALL IRRIGATION LATERALS PRIOR TO TEXTURAL SHOTCRETE. IRRIGATION LATERALS ARE TO BE PERMANENTLY EMBEDDED INTO TEXTURAL WALL SKIN.

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
Ⓟ	RAIN BIRD MDCFCAP DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	2/LI-4
Ⓐ	RAIN BIRD AR VALVE KIT 1" AIR RELIEF VALVE KIT WITH 6" DRIP VALVE BOX.	1/LI-4
[+]	AREA TO RECEIVE DRIP EMITTERS SALCO PCCT SALCO SINGLE OUTLET DRIP EMITTER, 1/2" FIPT, SELF-CLEANING, DARK BROWN=0.5GPH, GRAY=1.0GPH, DARK GREEN=2.0GPH. Emitter Notes: 1 Gallon plant to receive 2 PCCT-1 emitters. 5 Gallon plant to receive 2 PCCT-1 emitters.	3/LI-4
▼	RAIN BIRD XCZ-LF-100-PRF WITH DC LATCHING SOLENOID DRIP CONTROL KIT, 1" LOW FLOW VALVE, 3/4" PRESSURE REGULATING RBY FILTER, 30PSI PRESSURE REGULATOR, AND TBOS-4 BATTERY PACK CONTROLLER/TIMER MOUNTED IN VALVE BOX	2,3/LI-3
⊙	RAIN BIRD 44LRC 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER	2,4/LI-3
⊗	NIBCO T-580-S6-R-66-LL 1" STAINLESS STEEL BALL VALVE SHUT OFF VALVE	2,5/LI-3

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	DETAIL
⊗	FEBCO 825YA 3/4" REDUCED PRESSURE BACKFLOW PREVENTER	1/LI-3
Ⓜ	WATER METER 3/4"	-
—	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE.	4/LI-4
---	IRRIGATION MAINLINE: PVC SCHEDULE 40, SIZE 1"	-
---	PIPE SLEEVE: PVC SCHEDULE 40 TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING OR CONSTRUCTION.	-



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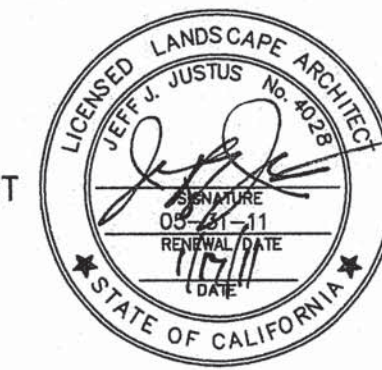
SDG PROJ# 07-400
 DATE: 01/17/2011
 DRAWN BY: AS, JJ
 APPROVED BY: JJ

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PREPARED UNDER THE SUPERVISION OF

JEFF J. JUSTUS
 REGISTERED LANDSCAPE ARCHITECT

01-17-2011
 PLAN APPROVAL DATE



TALBOT STREET SLOPE RESTORATION PROJECT
 IRRIGATION LEGEND AND PLAN

CITY OF SAN DIEGO, CALIFORNIA		WBS: S-00609	
SHEET 25 OF 31 SHEETS		APPROVED: <i>Jamal Batta</i> 7-29-11	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
SUBMITTED BY: JAMAL BATTA, SENIOR ENGINEER		DATE	
CASEY CROWN, ASSOCIATE ENGINEER		DATE	
CASEY CROWN, PROJECT ENGINEER		DATE	
203-1696		DATE	
LAMBERT COORDINATES		DATE	
CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED	36111-25-D



DIAL TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG

SEE SHEET LI-2 FOR IRRIGATION WALL ELEVATION
 SEE SHEET LI-3 FOR IRRIGATION NOTES AND DETAILS
 SEE SHEET LI-4 FOR IRRIGATION DETAILS

IF SHEET SIZE IS LESS THAN 22"x34", IT IS A REDUCED PRINT. SCALE ACCORDINGLY.

100% SUBMITTAL

220.21' ON WALL LOL

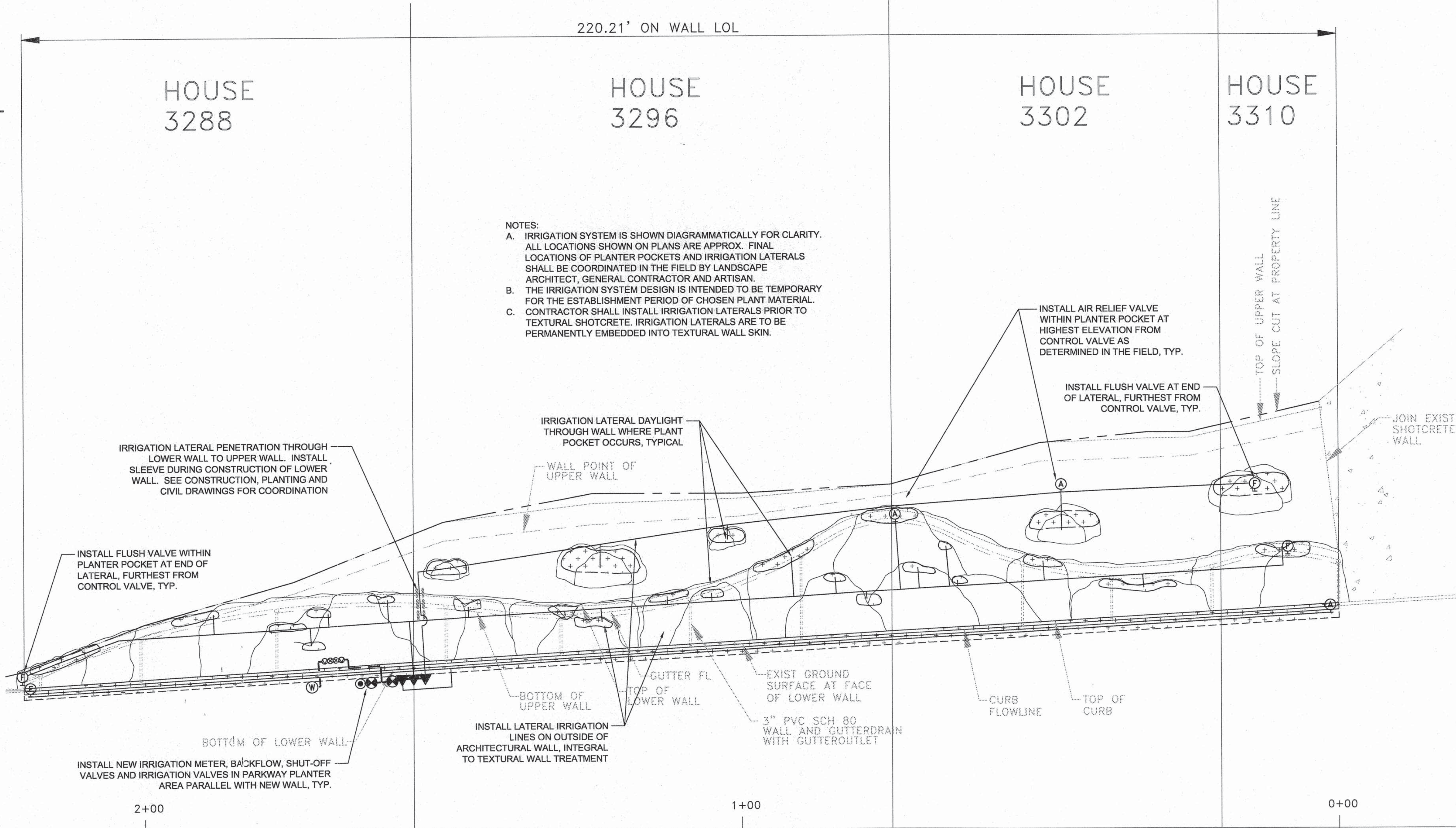
HOUSE
3288

HOUSE
3296

HOUSE
3302

HOUSE
3310

- NOTES:
- A. IRRIGATION SYSTEM IS SHOWN DIAGRAMMATICALLY FOR CLARITY. ALL LOCATIONS SHOWN ON PLANS ARE APPROX. FINAL LOCATIONS OF PLANTER POCKETS AND IRRIGATION LATERALS SHALL BE COORDINATED IN THE FIELD BY LANDSCAPE ARCHITECT, GENERAL CONTRACTOR AND ARTISAN.
 - B. THE IRRIGATION SYSTEM DESIGN IS INTENDED TO BE TEMPORARY FOR THE ESTABLISHMENT PERIOD OF CHOSEN PLANT MATERIAL.
 - C. CONTRACTOR SHALL INSTALL IRRIGATION LATERALS PRIOR TO TEXTURAL SHOTCRETE. IRRIGATION LATERALS ARE TO BE PERMANENTLY EMBEDDED INTO TEXTURAL WALL SKIN.



IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
(F)	RAIN BIRD MDCFCAP DRIPLINE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.
(A)	RAIN BIRD AR VALVE KIT 1" AIR RELIEF VALVE KIT WITH 6" DRIP VALVE BOX.
[+ + + +]	AREA TO RECEIVE DRIP EMITTERS SALCO PCCT SALCO SINGLE OUTLET DRIP EMITTER, 1/2" FIPT, SELF-CLEANING, DARK BROWN=0.5GPH, GRAY=1.0GPH, DARK GREEN=2.0GPH. Emitter Notes: 1 Gallon plant to receive 2 PCCT-1 emitters. 5 Gallon plant to receive 2 PCCT-1 emitters.

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⊗⊗⊗	FEBCO 825YA 3/4" REDUCED PRESSURE BACKFLOW PREVENTER
(W)	WATER METER 3/4"
---	IRRIGATION LATERAL LINE: PVC SCHEDULE 40 ONLY LATERAL TRANSITION PIPE SIZES 1" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 3/4" IN SIZE.
---	IRRIGATION MAINLINE: PVC SCHEDULE 40, SIZE 1"
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Valve Callout

#	Valve Number
#	Valve Flow
#	Valve Size

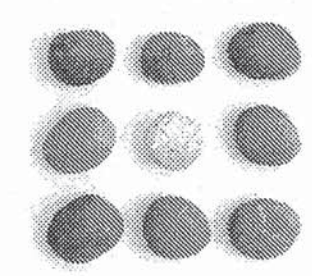
TALBOT STREET
UPPER AND LOWER WALL IRRIGATION ELEVATION

LI-2

DIAL TOLL FREE
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TWO WORKING DAYS
BEFORE YOU DIG

SEE SHEET LI-1 FOR IRRIGATION LEGEND AND PLAN
SEE SHEET LI-3 FOR IRRIGATION NOTES AND DETAILS
SEE SHEET LI-4 FOR IRRIGATION DETAILS

SDG PROJ: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ



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PREPARED UNDER THE SUPERVISION OF

Jeff Justus
JEFF V. JUSTUS
REGISTERED LANDSCAPE ARCHITECT

01-17-2011
PLAN APPROVAL DATE

TALBOT STREET SLOPE RESTORATION PROJECT
IRRIGATION WALL ELEVATION

CITY OF SAN DIEGO, CALIFORNIA		WBS: S-00609	
SHEET 26 OF 31 SHEETS		APPROVED: <i>Janet Batta</i> 7-29-11	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
SUBMITTED BY:		JAMAL BATTA SENIOR ENGINEER	
CASEY CROWN ASSOCIATE ENGINEER		CASEY CROWN PROJECT ENGINEER	
203-1696		LAMBERT COORDINATES	
36111-26 - D		CONTRACTOR	
INSPECTOR		DATE STARTED	
		DATE COMPLETED	

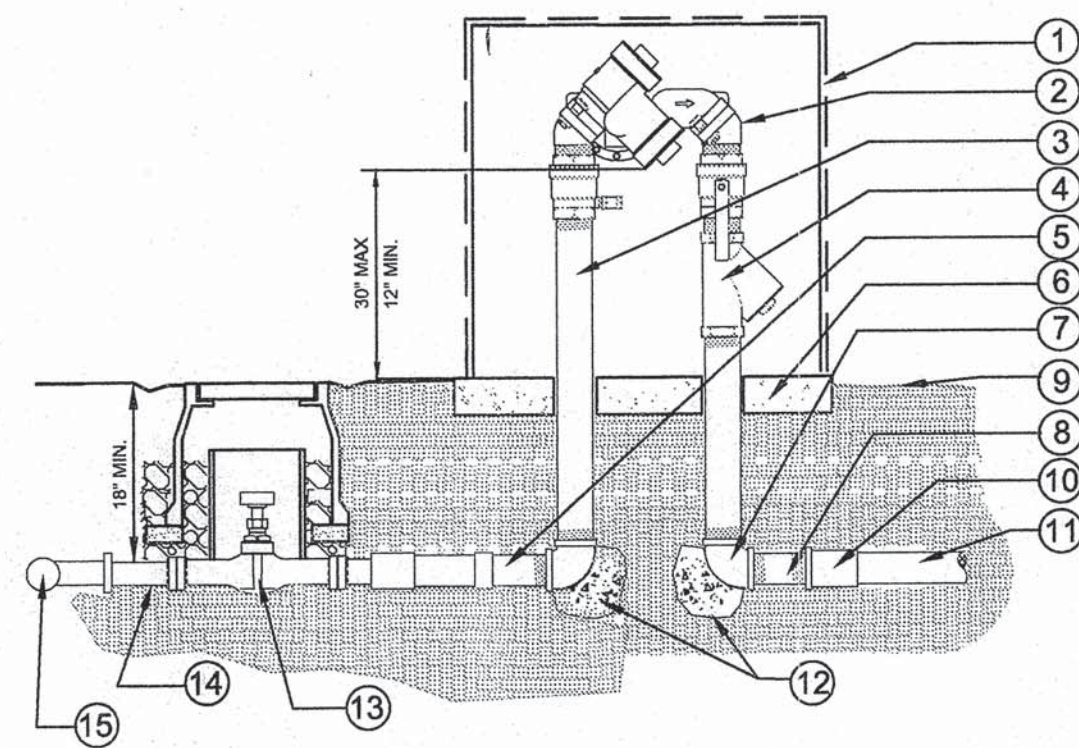
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100% SUBMITTAL

IRRIGATION NOTES:

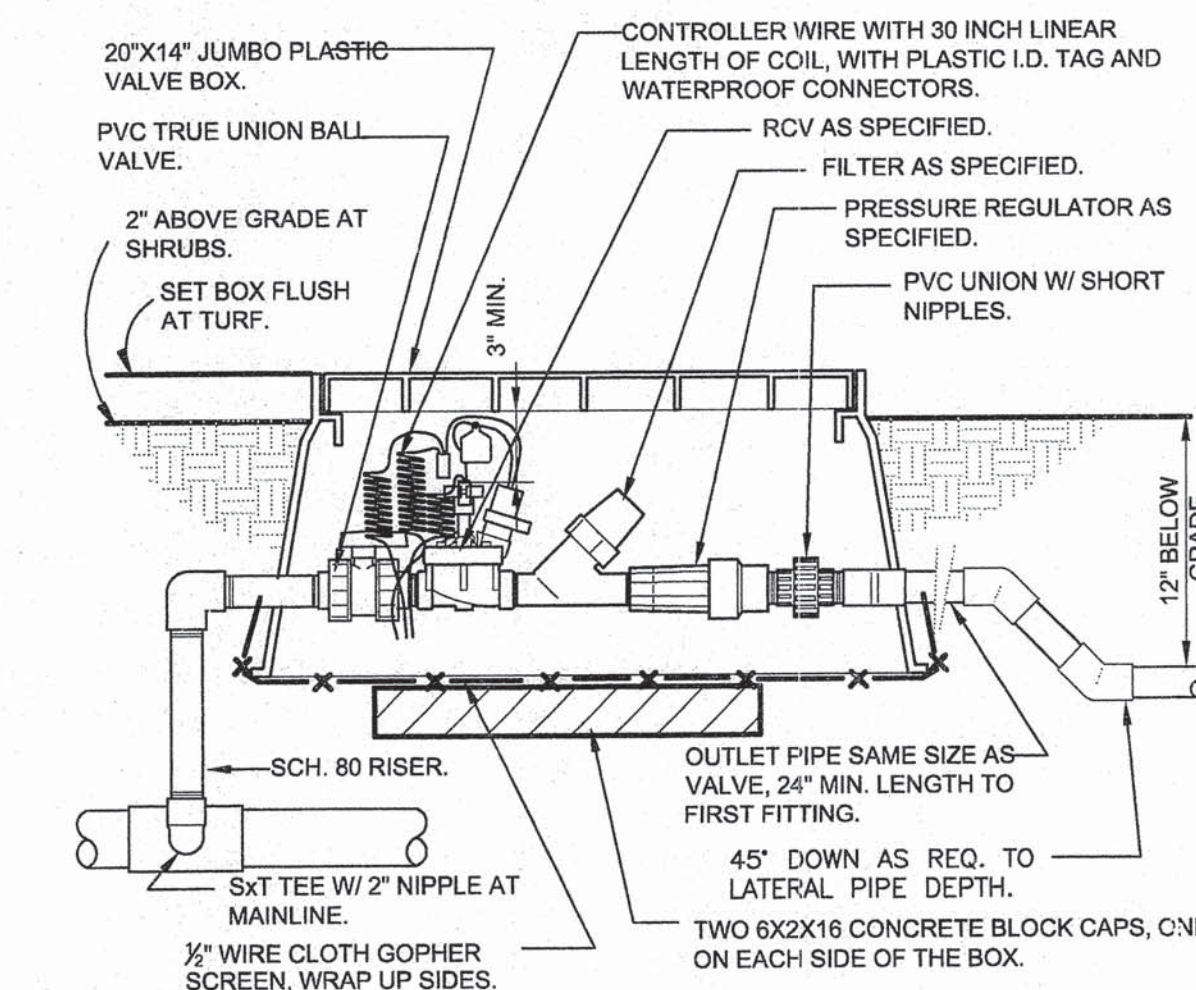
- THE IRRIGATION SYSTEM DESIGN IS BASED ON AN AVAILABLE WATER PRESSURE OF ___ PSI AT CITY SERVICE. CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION AND REPORT ANY DIFFERENCES TO THE CITY OF SAN DIEGO.
- THE IRRIGATION SYSTEM IS SHOWN DIAGRAMMATIC ALLY FOR CLARITY. LOCATE ALL PIPING, VALVES, BACKFLOW PREVENTERS, AND OTHER IRRIGATION EQUIPMENT WITHIN PLANTING AREAS UNLESS NOTED OR DIRECTED OTHERWISE. LOCATE ALL VALVES AND VALVE BOXES SIX INCHES FROM EDGE OF PAVING OR CURB.
- EXISTING UTILITIES AND FIELD CONDITIONS: PRIOR TO EXCAVATION, LOCATE ALL CABLES, CONDUITS, AND UNDERGROUND UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR AN UNDERGROUND UTILITY SERVICE TO LOCATE AND MARK UTILITIES. CONTRACTOR WILL TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH UNDERGROUND IMPROVEMENTS. NOTIFY THE OWNER IMMEDIATELY IF A CONFLICT EXISTS BETWEEN SUCH OBSTACLES AND THE PROPOSED WORK. PROCEED IN SAME MANNER IF ROCK LAYERS OR ANY OTHER CONDITIONS ENCOUNTERED UNDERGROUND MAKE CHANGES ADVISABLE.
- ALL PIPING AND WIRING UNDER ROADWAYS AND PAVING AND THROUGH WALLS SHALL BE SLEEVED.
- USE TWO WRAPS OF THREE-QUARTER INCH (3/4") TEFLON TAPE FOR ALL THREADED VALVE CONNECTIONS.
- AUTOMATIC IRRIGATION CONTROLLER IS TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTION OF FIELD WIRES TO APPROPRIATE TERMINAL STRIPS.
- ADJUST ALL SPRINKLERS TO AVOID OVERSPRAY ONTO WALLS, WALKS, STREETS, UTILITY BOXES, BUILDINGS AND OTHER IMPROVEMENTS.
- ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO THE FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNED ON THE PLANS.
- CONTRACTOR SHALL INSTALL IN-LINE ANTI-DRAIN VALVES AS WARRANTED BY SITE CONDITIONS TO ALLEVIATE LOW HEAD DRAINAGE.
- THE CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS NECESSARY.
- THE CONTRACTOR SHALL KEEP AN UP-TO-DATE COMPLETE "AS-BUILT" RECORD SET OF PRINTS WHICH SHALL BE UPDATED DAILY AND SHOW EVERY CHANGE FROM THE ORIGINAL DESIGN.
- INSTALL IRRIGATION HEADS IN TURF AREAS 1" FROM WALKS AND HARDSCAPE AREAS.
- ALL CONTROL VALVES SHALL BE MANIFOLDED AND GROUPED IN ONE AREA SHOWN ON PLAN. VALVES SHALL BE SET AT RIGHT ANGLES TO EDGES. INSTALL VALVES BOXES 6" FROM EDGES OF HARDSCAPE AREAS.
- CONTRACTOR SHALL REMOVE AND DISCARD DAILY, ALL PIPING DISTURBED DURING TRENCHING OPERATION.
- CONTRACTOR SHALL REVIEW IRRIGATION SPECIFICATIONS PRIOR TO BEGINNING WORK. REFER TO TECHNICAL SPECIFICATIONS AND CONSTRUCTION DETAILS FOR INSTALLATION PROCEDURES.
- CONTRACTOR SHALL HEAT BRAND ALL PLASTIC VALVES BOXES WITH THE FOLLOWING LABELS. ALL LETTERS SHALL BE ONE INCH (1") HIGH. LETTERING ON VALVE BOX LIDS SHALL BE PLACED ON THE SAME LOCATION ON EACH VALVE BOX LID, AND ALL LABELING SHALL FACE THE SAME DIRECTION. QUICK COUPLER VALVE BOXES SHALL BE LABELED "QVC" BALL VALVE BOXES "BV"
- ALL BOLTS FOR LOCKING VALVE BOX LIDS SHALL BE STAINLESS STEEL.
- CONTRACTOR SHALL CONTACT CITY OF SAN DIEGO INSPECTOR PRIOR TO ANY TRENCHING OPERATIONS. 19. PROVIDE CONCRETE THRUST BLOCKS ON ALL MAINLINES 2-1/2" AND GREATER, PER DETAIL AND SPECIFICATIONS. THE CITY OF SAN DIEGO INSPECTION DEPARTMENT SHALL BE NOTIFIED 48 HOURS (2 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION. ALL WORK PERFORMED WITHOUT BENEFIT OF INSPECTION SHALL BE SUBJECT TO REJECTION AND REMOVAL.
- CALSENSE CONTROLLERS, FLOW SENSOR, MASTER VALVE, PHONE MODEM ALL SHALL BE TESTED AND WRITTEN CERTIFICATION PROVIDED BY CALSENSE TO CITY OF SAN DIEGO PRIOR TO TURN OVER OF PROJECT.

IRRIGATION DESIGN IS BASED UPON A MAXIMUM OPERATING PRESSURE OF ___ PSI WITH A MAXIMUM DEMAND OF ___ GPM AT THE POINT OF CONNECTION.
 WATER COMPANY: CITY OF SAN DIEGO
 PHONE NUMBER: (619) 515-3500



- LEGEND:**
- 1 PROTECTIVE ENCLOSURE PER PLANS INSTALL PER THE MANUFACTURER'S SPEC'S.
 - 2 3/4" REDUCED PRESSURE BACKFLOW PREVENTION DEVICE MODEL 825YA.
 - 3 BRASS THREADED RISER LENGTH AS NEEDED
 - 4 WYE STRAINER (LINE SIZE)
 - 5 BRASS MALE ADAPTER

1 BACKFLOW PREVENTER ASSEMBLY
 NTS



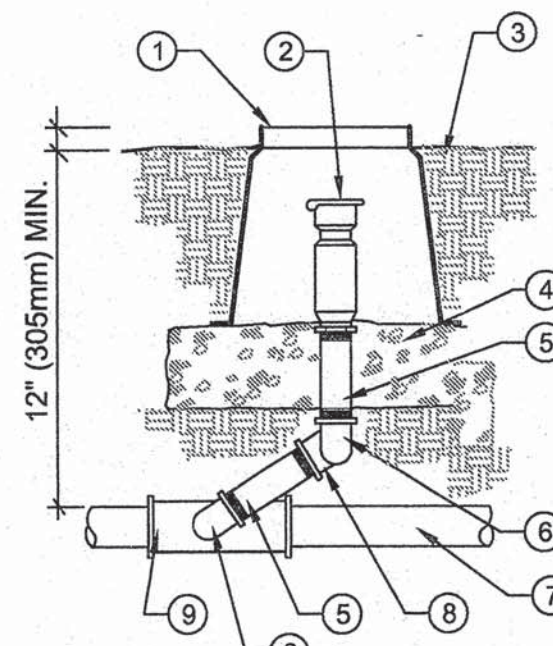
3 1" DRIP VALVE/FILTER/REGULATOR
 1 1/2" = 1'-0"

328413.78-23

NOTES:

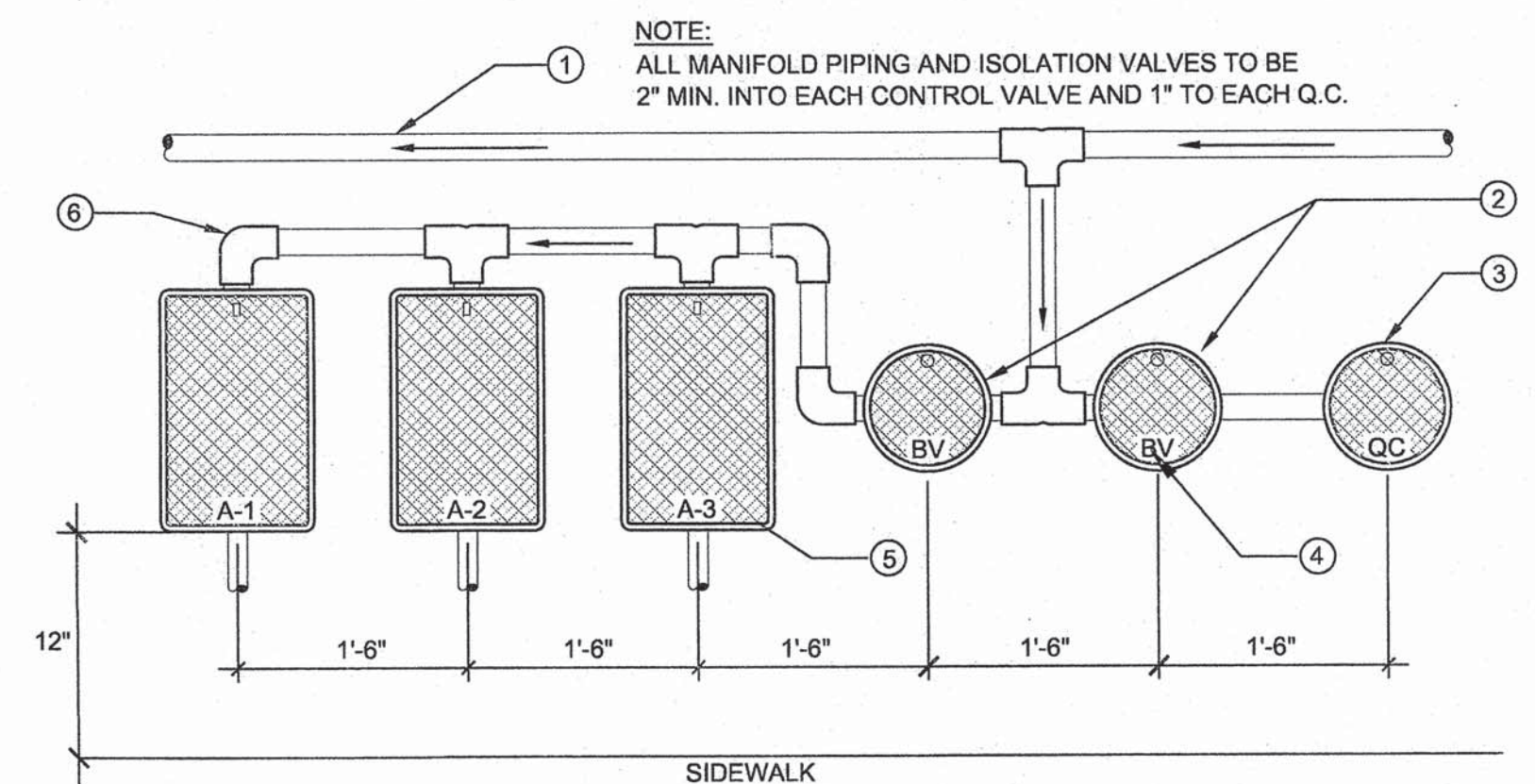
- A. ALL VALVES, FITTINGS & PIPES SHOWN ARE TO BE LINE SIZED EXCEPT WHERE INDICATED.
- B. INSTALLATION SPECIFICATIONS SHOWN ARE SCHEMATIC AND DO NOT SUPERCEDE OR REPLACE ANY CITY OR STATE REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE CODES.
- C. ALL THREADED CONNECTIONS SHALL BE SEALED WITH OVERLAPPING TURNS OF TEFLON TAPE SUFFICIENT TO PREVENT LEAKAGE.
- D. BACKFLOW PREVENTER ASSEMBLY SHALL BE TESTED UPON INSTALLATION BY A CERTIFIED BACKFLOW DEVICE TESTER. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN TEST RESULTS COMPLETED BY A CERTIFIED BACKFLOW TESTER PRIOR TO BACKFLOW PREVENTER ASSEMBLY'S ACCEPTANCE BY THE ENGINEER.
- E. ALL METAL IN CONTACT WITH CONCRETE SHALL BE POLYETHYLENE WRAPPED USING 2" WIDE PLASTIC BACKED ADHESIVE TAPE MIN. 2 MILS. THICK WITH 1/2" OVERLAP.
- F. FACTORY ASSEMBLED DOUBLE CHECK ASSEMBLY REDUCED PRESSURE PRINCIPLE ASSEMBLY SHALL BE INCLUDED IN THE LATEST EDITION OF THE "APPROVED FOR SERVICE ISOLATION IN CALIFORNIA PUBLIC WATER SYSTEMS" ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH SERVICES, OFFICE OF DRINKING WATER.

- 6 6" THICK CONCRETE PAD
- 7 COPPER THREADED ELL (2 REQUIRED)
- 8 4" TYPE "K" COPPER NIPPLE
- 9 FINISH SURFACE
- 10 SCH. 40 PVC MALE ADAPTER
- 11 PVC SUPPLY LINE TO DRINKING FOUNTAIN PER PLANS FROM METER
- 12 CONCRETE THRUST BLOCKS. 1 CUBIC FT. MIN.
- 13 3/4" BALL VALVE PER DETAIL
- 14 TYPE "K" COPPER LINE (SIZE PER PLAN) WITH COPPER SOLDER FITTINGS AS REQ'D.
- 15 COPPER TEE AT COPPER LINE FROM METER TO DRINKING FOUNTAIN



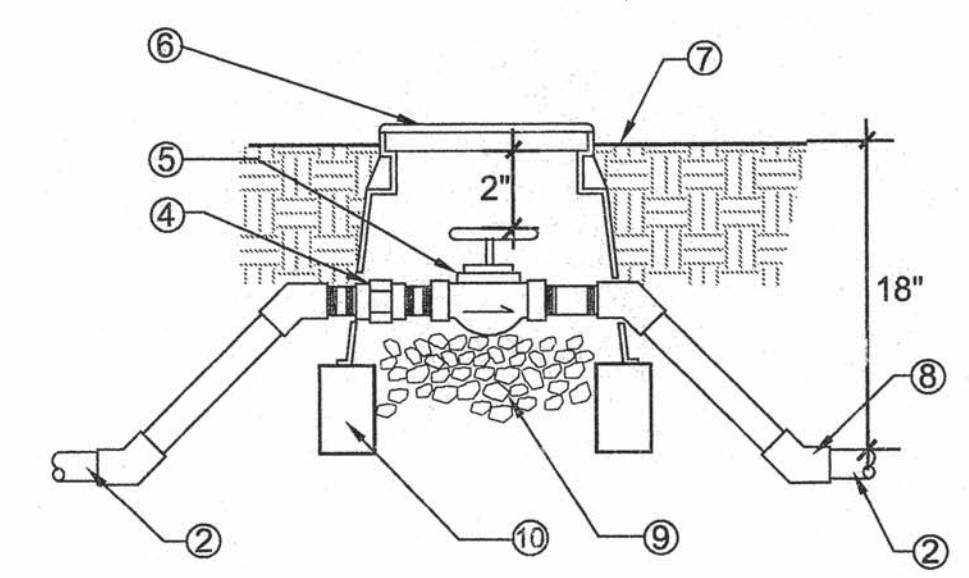
- LEGEND:**
- 1 10" (254mm) ROUND PLASTIC VALVE BOX W/ BOX WITH LOCKING COVER & Q.C. HEAT BRANDED INTO TOP.
 - 2 QUICK COUPLER VALVE WITH ACME THREADS PER PLANS.
 - 3 FINISH GRADE. ALLOW 2" (50mm) DEPTH FOR TOP MULCH
 - 4 ONE CUBIC FOOT (.03m³) PEA GRAVEL
 - 5 SCH. 80 P.V.C. NIPPLE
 - 6 P.V.C. ELL (TXT)
 - 7 SCH. 40 P.V.C. MAINLINE
 - 8 MARLEX STREET ELLS (2) REQUIRED PER QUICK COUPLER
 - 9 SCH. 40 P.V.C. TEE (SXSXT)

4 QUICK COUPLER
 No Scale



- LEGEND:**
- 1 PRESSURE SUPPLY LINE (SEE PLAN FOR SIZE)
 - 2 BALL VALVES (SEE IRRIGATION LEGEND)
 - 3 QUICK COUPLER (SEE IRRIGATION LEGEND)
 - 4 HEAT BRAND ALL VALVES
 - 5 ELECTRIC CONTROL VALVE
 - 6 MANIFOLD PIPE-SAME SIZE AS PRESSURE SUPPLY LINE LOCATED UNDERNEATH VALVE BOXES

2 MANIFOLD CONFIGURATION
 No Scale



- LEGEND:**
- 1 THREADED PVC SCH 80 NIPPLES (NO CLOSE NIPPLES TYP.)
 - 2 PRESSURIZED PVC MAINLINE
 - 3 PVC FEMALE SXT ADAPTER
 - 4 PVC SCH 80 UNION
 - 5 VALVE AS SPECIFIED ON PLANS POSITION VALVE IN BOX SO THAT HANDLE IS FREE TO OPERATE.
 - 6 10" ROUND PLASTIC VALVE BOX FOR 2" VALVE AND SMALLER RECTANGULAR PLASTIC VALVE BOX FOR 2 1/2" VALVE AND LARGER (PER SPECIFICATIONS) INSTALL 2" ABOVE FINISHED GRADE IN SHRUB BED; 12" ABOVE IN LAWN AREAS
 - 7 FINISHED GRADE
 - 8 PVC SCH 40 45DEG. FITTING
 - 9 PEA GRAVEL 1/2" DIAMETER (APPROX. 1 CU. FT.)
 - 10 UNMORTARED BRICK FOUNDATION

5 BALL/GATE ISOLATION VALVE
 NOT TO SCALE

LI-3

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**SEE SHEET LI-1 FOR IRRIGATION LEGEND AND PLAN
 SEE SHEET LI-2 FOR IRRIGATION WALL ELEVATION
 SEE SHEET LI-4 FOR IRRIGATION DETAILS**

SDG PROJ: 07-400
 DATE: 01/17/2011
 DRAWN BY: AS, JJ
 APPROVED BY: JJ

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 PREPARED UNDER THE SUPERVISION OF
JEFF JUSTUS
 REGISTERED LANDSCAPE ARCHITECT
 01-17-2011
 PLAN APPROVAL DATE

TALBOT STREET SLOPE RESTORATION PROJECT
 IRRIGATION NOTES AND DETAILS

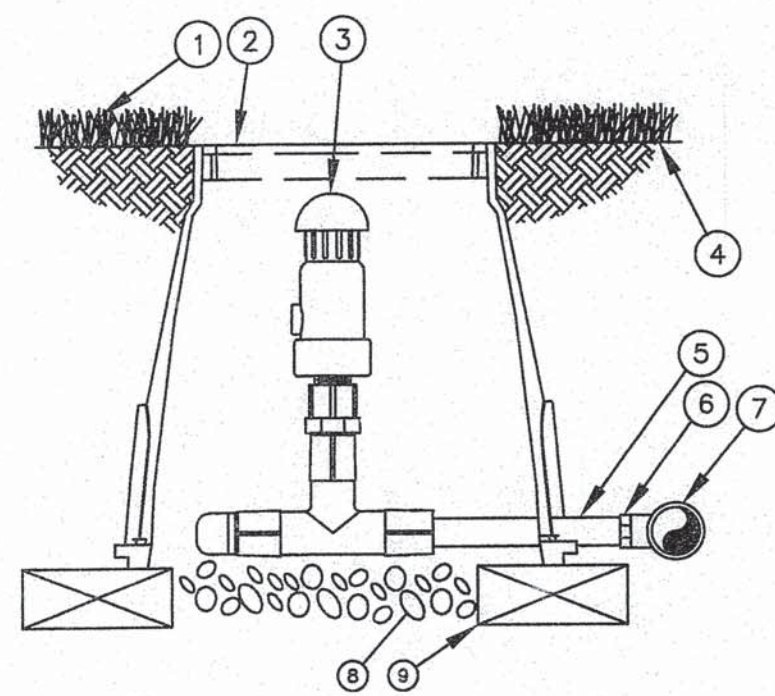
CITY OF SAN DIEGO, CALIFORNIA
 SHEET 27 OF 31 SHEETS
 WBS: S-00609

APPROVED: *Janet Batta* 7-29-11
 CITY ENGINEER DATE

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	JJ			

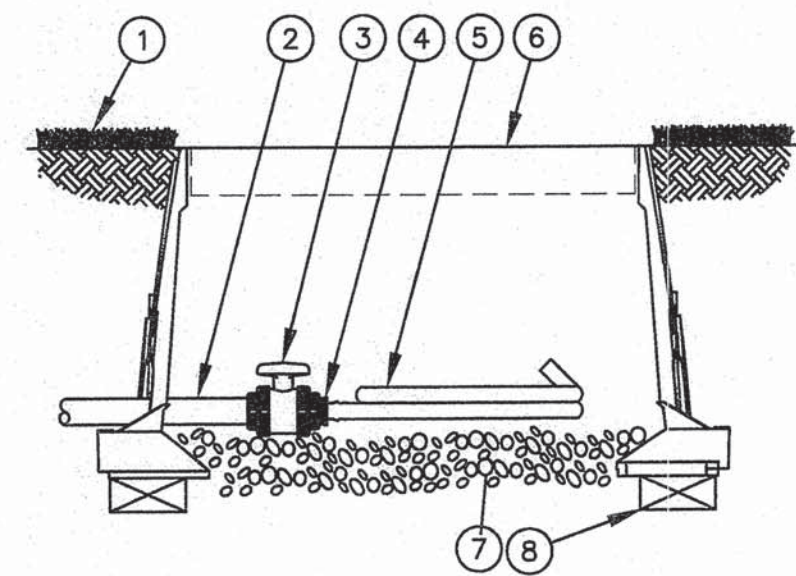
CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

100% SUBMITTAL



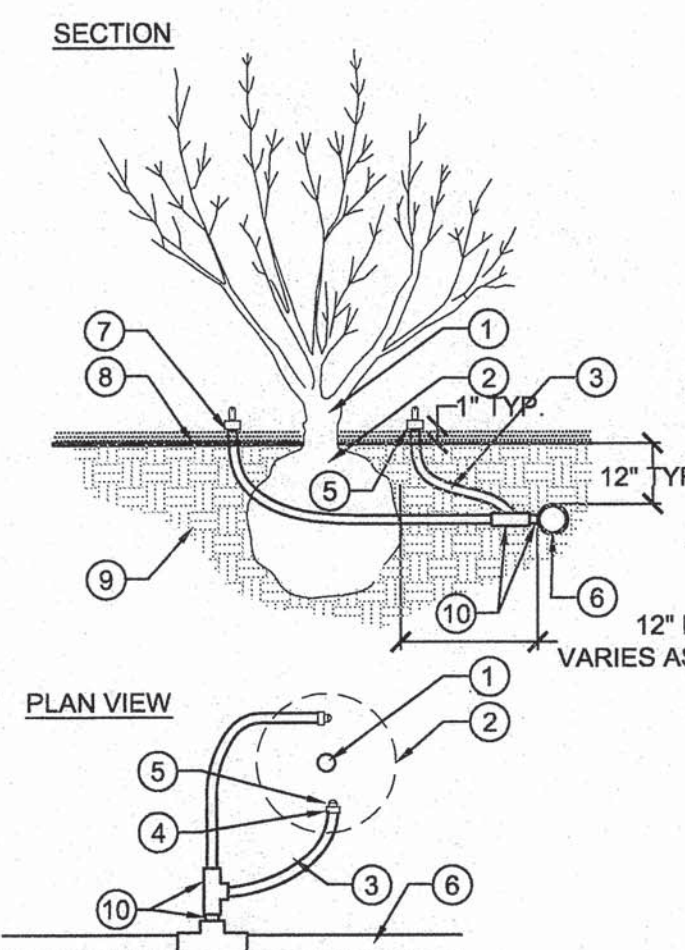
- LEGEND:
- 1 ADJACENT PLANTING
 - 2 SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
 - 3 AIR/VACUUM RELIEF VALVE KIT: RAIN BIRD AR VALVE KIT
 - 4 FINISH GRADE
 - 5 1/2" BLANK DRIPLINE TUBING: RAIN BIRD XFD SERIES
 - 6 BARB X MALE THREAD CONNECTOR: RAIN BIRD XFD-MA FITTING
 - 7 PVC TEE CONNECTED TO PVC HEADER PIPE
 - 8 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
 - 9 BRICK (1 OF 2)

1 AIR / VACUUM RELIEF VALVE-RAINBIRD
NO SCALE



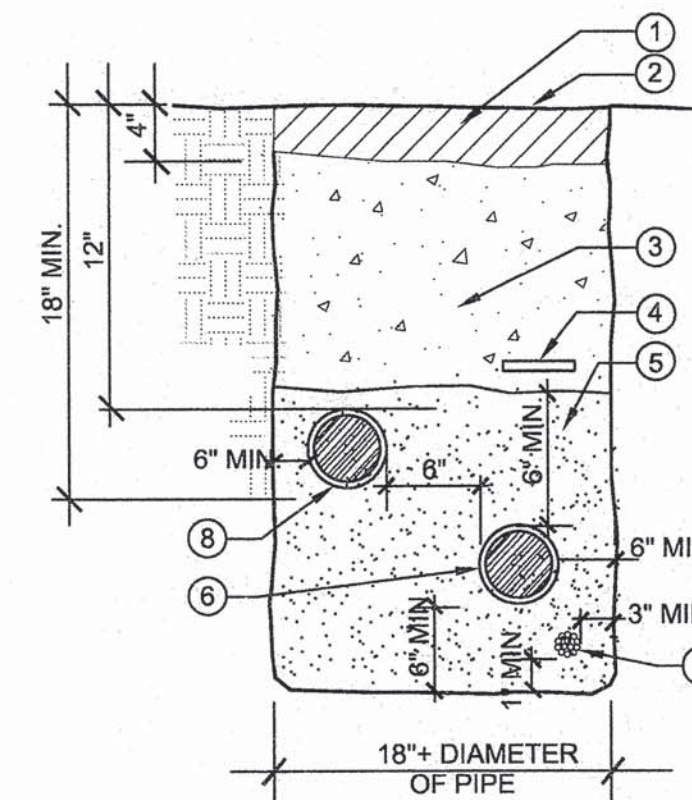
- LEGEND:
- 1 FINISH GRADE / ADJ PLANTING
 - 2 PVC DRIP MANIFOLD PIPE
 - 3 PVC 1" X 3/4" TRUE UNION BALL VALVE
 - 4 EASY FIT MIPT X BARB ADAPTER: RAIN BIRD XFD-MA-075
 - 5 LANDSCAPE DRIPLINE TUBING: RAIN BIRD XF SERIES BLANK TUBING
 - 6 12-INCH VALVE BOX WITH COVER: RAIN BIRD VB-STD
 - 7 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
 - 8 BRICK (1 OF 2)

2 DRIP LINE FLUSH POINT W/BALL VALVE
NO SCALE



- LEGEND:
- 1 SHRUB TRUNK
 - 2 SHRUB ROOTBALL
 - 3 1/2" PVC FLEXIBLE HOSE; MIN. 12' LENGTH
 - 4 ADAPTOR; ATTACH HOSE WITH SOLVENT CEMENT
 - 5 THREAD SALCO BUBBLER EMITTER
 - 6 CLASS 200 LATERAL LINE PER PLAN
 - 7 MULCH LAYER; SEE PLANTING PLAN
 - 8 FINISH GRADE
 - 9 COMPACTED SUB GRADE
 - 10 LINE SIZE PVC TEE WITH PIPE CONNECTION
- NOTE:
- A. EMITTER BUBBLER TO BE SUB-TERRANEAN 1" BELOW FINISH GRADE, TYPICAL.
- B. 1/2" PVC FLEXIBLE HOSE TO BE BURIED MIN. 6" BELOW GRADE UP TO ROOTBALL

3 FLEXIBLE PVC TUBE W/ BUBBLER @ EACH SHRUB X2
NTS



- LEGEND:
- 1 IMPORTED TOPSOIL OR AMMENDED NATIVE SOIL
 - 2 FINISHED GRADE
 - 3 NATIVE SOIL FREE OF ROCKS AND DEBRIS 3" OR GREATER
 - 4 TRENCH MARKER
 - 5 SAND BEDDING MATERIAL
 - 6 IRRIGATION MAINLINE
 - 7 DIRECT BURIAL CONTROL WIRES
 - 8 IRRIGATION LATERAL LINE
- NOTES:
1. TRENCH MARKER SHALL BE A 3" WIDE CONTINUOUS METALLIC PLASTIC STRIP ABOVE THE MAINLINE AND DIRECT BURIAL CONTROL WIRES.
2. ALL PIPE AND CONTROL WIRE UNDER PAVEMENT SHALL BE INSTALLED IN A P.V.C. SLEEVE PER THE IRRIGATION SPECIFICATIONS.
3. BACKFILL MATERIAL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 90% MIN.

4 MAINLINE/DIRECT BURIAL CONTROL WIRE
NO SCALE

LI-4



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SEE SHEET LI-1 FOR IRRIGATION LEGEND AND PLAN
SEE SHEET LI-2 FOR IRRIGATION WALL ELEVATION
SEE SHEET LI-3 FOR IRRIGATION NOTES AND DETAILS

SDG PRJ# 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ

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HUNTINGTON BEACH, CA 92649
TEL: 714-799-1700 FAX: 714-799-1701

PREPARED UNDER THE SUPERVISION OF

JEFF J. JUSTUS
REGISTERED LANDSCAPE ARCHITECT

01-17-2011

PLAN APPROVAL DATE



TALBOT STREET SLOPE
RESTORATION PROJECT
IRRIGATION DETAILS

CITY OF SAN DIEGO, CALIFORNIA
SHEET 28 OF 31 SHEETS

WBS: S-00609

APPROVED: *Jamal Batta* 7-29-11
CITY ENGINEER DATE

SUBMITTED BY:
JAMAL BATTA
SENIOR ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	JJ			

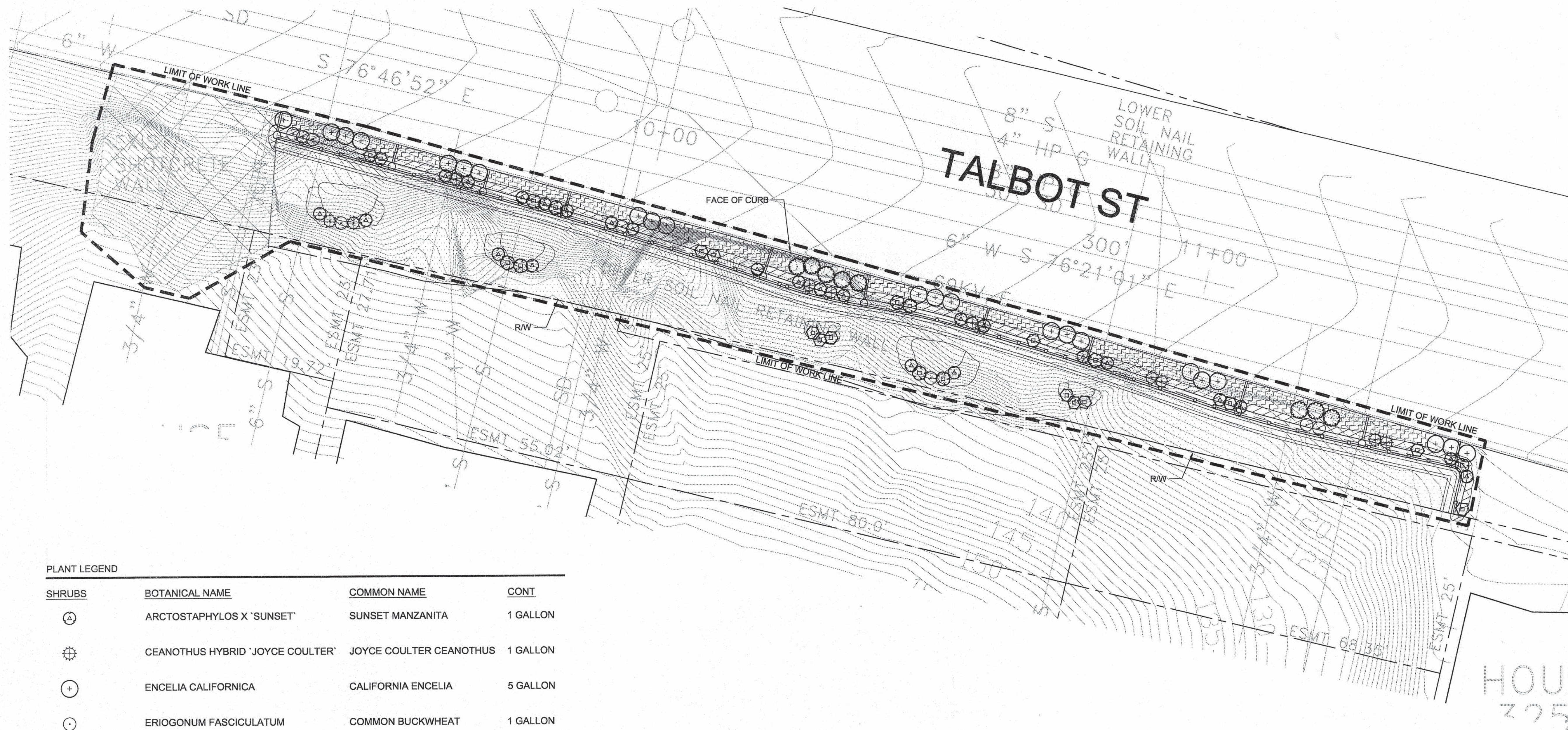
CASEY CROWN
ASSOCIATE ENGINEER

CASEY CROWN
PROJECT ENGINEER

203-1696
LAMBERT COORDINATES

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

36111-28-D



PLANT LEGEND

SHRUBS	BOTANICAL NAME	COMMON NAME	CONT
⊙	ARCTOSTAPHYLOS X 'SUNSET'	SUNSET MANZANITA	1 GALLON
⊕	CEANOTHUS HYBRID 'JOYCE COULTER'	JOYCE COULTER CEANOTHUS	1 GALLON
⊕	ENCELIA CALIFORNICA	CALIFORNIA ENCELIA	5 GALLON
⊙	ERIOGONUM FASCICULATUM	COMMON BUCKWHEAT	1 GALLON
⊕	HETEROMELES ARBUTIFOLIA	TOYON	5 GALLON
⊕	RIBES CALIFORNICUM	HILLSIDE GOOSEBERRY	1 GALLON
⊕	SALVIA LEUCOPHYLLA	PURPLE LEAF SAGE	1 GALLON

GROUND COVERS	BOTANICAL NAME	COMMON NAME	CONT
[Pattern]	BACCHARIS PILULARIS 'TWIN PEAKS'	TWIN PEAKS COYOTE BRUSH	1 GAL

LP-1

**TALBOT STREET SLOPE RESTORATION PROJECT
PLANTING LEGEND AND PLAN**

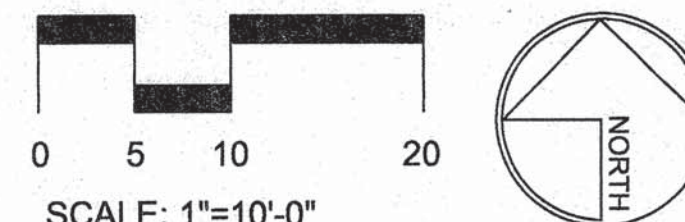
CITY OF SAN DIEGO, CALIFORNIA SHEET 29 OF 31 SHEETS		WBS: S-00609	
APPROVED: <i>Jamal Batta</i> CITY ENGINEER	DATE: 7-29-11	SUBMITTED BY: JAMAL BATA SENIOR ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
CASEY CROWN PROJECT ENGINEER		203-1696 LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED	36111-29 - D	
INSPECTOR	DATE COMPLETED		



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**SEE SHEET LP-2 FOR PLANTING WALL ELEVATION & DETAILS
SEE SHEET LP-3 FOR PLANTING NOTES AND DETAILS**

SDG PRJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ



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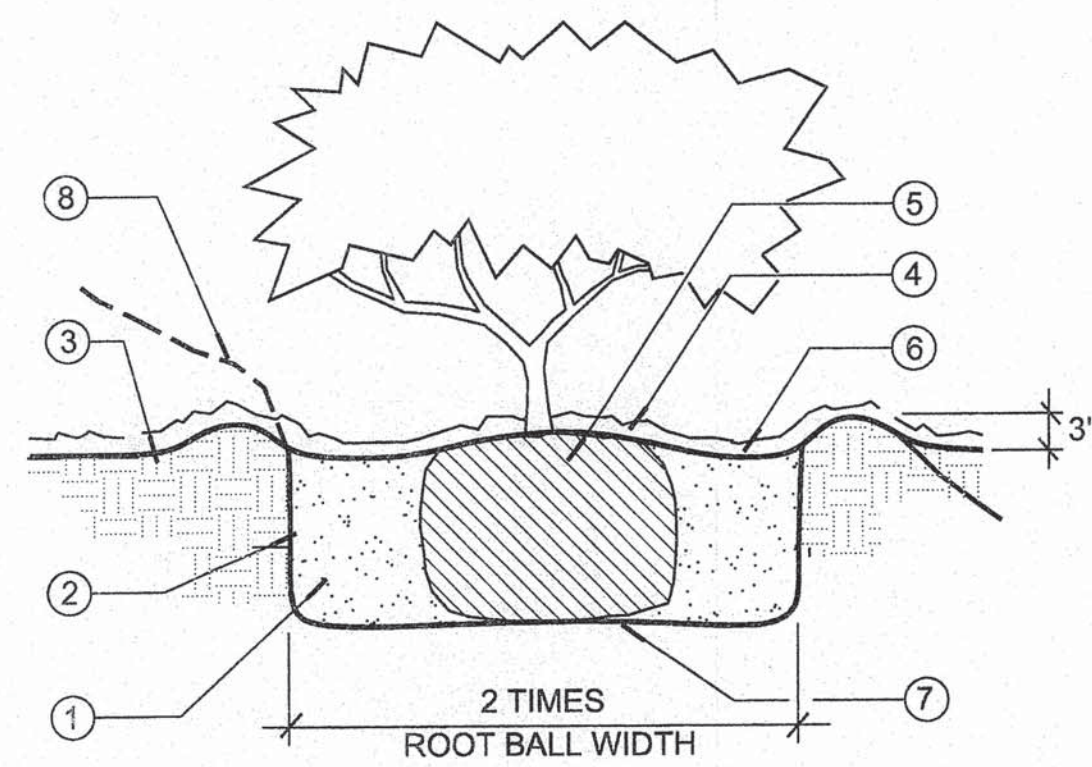
Jeff J. Justus
JEFF J. JUSTUS
REGISTERED LANDSCAPE ARCHITECT



01-17-2011
PLAN APPROVAL DATE

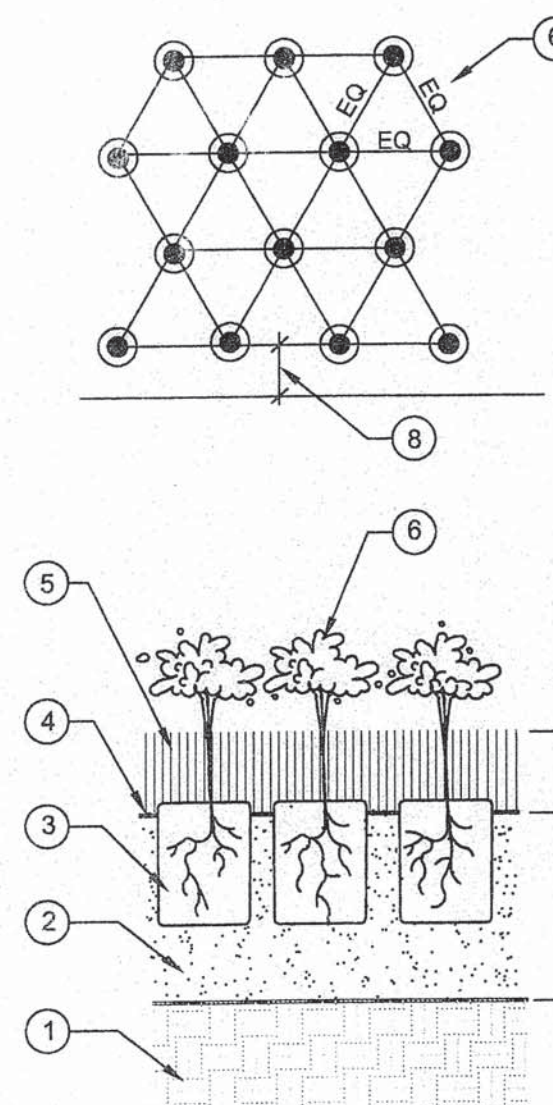
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- LEGEND:
- ① PLANTING BACKFILL PER NOTES AND SPECIFICATIONS.
 - ② ROUGHEN SIDES AND BOTTOM OF PIT.
 - ③ FINISHED GRADE.
 - ④ (2) INCH MULCH LAYER
 - ⑤ ROOTBALL SLIGHTLY HIGHER THAN FINISHED GRADE.
 - ⑥ WATER BASIN.
 - ⑦ SOIL BALL RESTING ON FIRM SOIL TO AVOID SETTLING.
 - ⑧ FOR SLOPE CONDITIONS CHAMFER SLOPE TO PREVENT EROSION.
- NOTES:
- A. KEEP MULCH 2-3" FROM TRUNK OF TREE OR SHRUB TYP.

1 SHRUB PLANTING
NO SCALE



- LEGEND:
- ① EXISTING SUBGRADE
 - ② AMENDED PLANTING BACKFILL PER PLANTING NOTES & SPECIFICATIONS (SEE PLANS)
 - ③ ROOTBALL SLIGHTLY HIGHER THAN FINISHED GRADE.
 - ④ FINISHED GRADE.
 - ⑤ 2" MULCH LAYER INSTALLED BEFORE PLANTING
 - ⑥ PLANT TYPE AND SPACING AS SPECIFIED ON PLANS
 - ⑦ EDGE OF PLANTING AREA
 - ⑧ DISTANCE FROM EDGE OF PLANTER TO CENTER OF PLANT TO BE 1/2 THE SPECIFIED SPACING.

2 GROUNDCOVER PLANTING
NO SCALE

329333.83-01

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SEE SHEET LP-1 FOR PLANTING LEGEND AND PLAN
SEE SHEET LP-3 FOR PLANTING NOTES AND DETAILS

SDG PRJ#: 07-400
DATE: 01/17/2011
DRAWN BY: AS, JJ
APPROVED BY: JJ

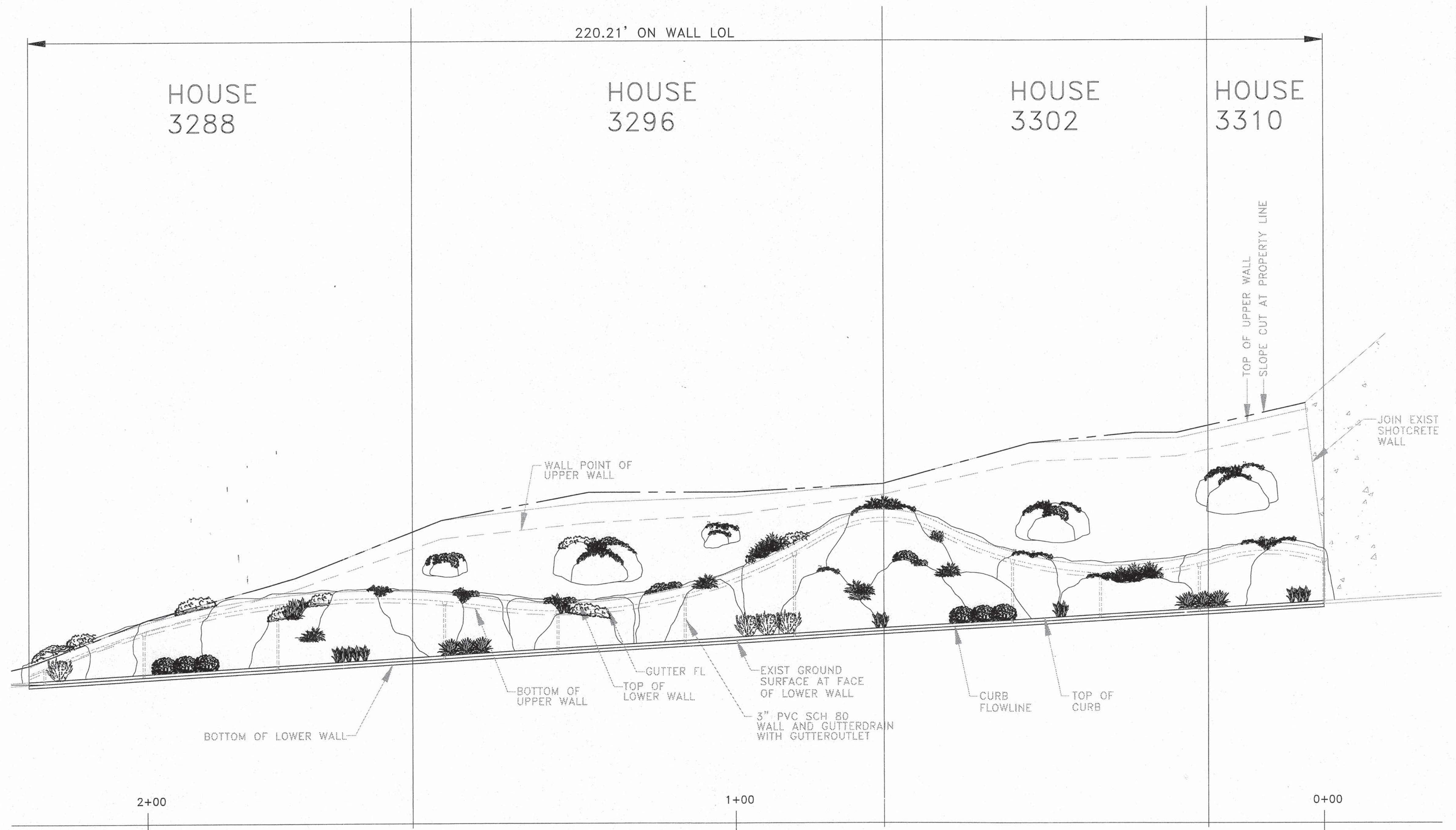
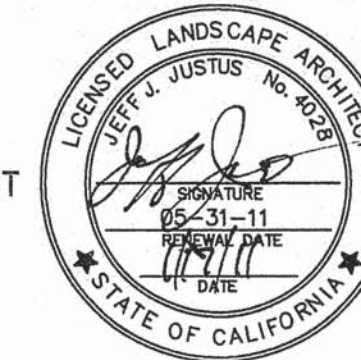
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PREPARED UNDER THE SUPERVISION OF

Jeff J. Justus
JEFF J. JUSTUS
REGISTERED LANDSCAPE ARCHITECT

01-17-2011
PLAN APPROVAL DATE



**TALBOT STREET
UPPER AND LOWER WALL PLANTING ELEVATION**

LP-2

**TALBOT STREET SLOPE RESTORATION PROJECT
PLANTING WALL ELEVATION & DETAILS**

CITY OF SAN DIEGO, CALIFORNIA SHEET 30 OF 31 SHEETS		WBS: S-00609
APPROVED: <i>Jamal Batta</i> CITY ENGINEER	DATE: 7-29-11	SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER
DESCRIPTION: ORIGINAL	BY: JJ	APPROVED: DATE: FILMED:
CASEY CROWN ASSOCIATE ENGINEER		CASEY CROWN PROJECT ENGINEER
203-1696 LAMBERT COORDINATES		36111-30-D
CONTRACTOR INSPECTOR:	DATE STARTED:	DATE COMPLETED:


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PLANTING NOTES

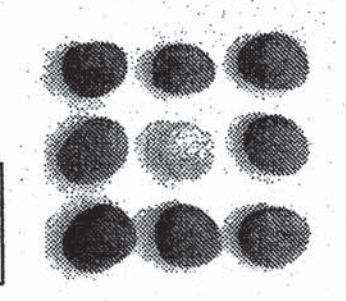
1. CONTRACTOR SHALL REVIEW PLANTING SPECIFICATIONS BEFORE BEGINNING WORK.
2. CONTRACTOR SHALL REVIEW PLANTING INSTALLATION DETAILS PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL VISIT SITE AND BECOME FAMILIAR WITH CONDITIONS UNDER WHICH WORK SHALL BE DONE PRIOR TO BIDDING.
4. ALL WORK WILL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF , OR THE OTHER GOVERNING AGENCIES AND THE TECHNICAL SPECIFICATIONS FOR THE PROJECT.
5. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IN THE EXISTING CONDITIONS OR WITHIN THE PLANS PRIOR TO BEGINNING WORK.
6. FINISHED GRADES SHALL BE SMOOTHED TO ELIMINATE PUDDLING OR STANDING WATER. CONTRACTOR SHALL MAINTAIN A MINIMUM .2% DRAINAGE AWAY FROM BUILDINGS AND PAVING INTO DRAINAGE STRUCTURES OR TO STREET (SEE ENGINEERS' GRADING AND DRAINAGE PLAN). CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY CONFLICTS IN MAINTAINING DRAINAGE.
7. OWNER'S REPRESENTATIVE SHALL APPROVE ALL FINISH GRADING PRIOR TO PLACEMENT OF ANY PLANT MATERIAL.
8. CONTRACTOR SHALL IMMEDIATELY, UPON THE AWARD OF THE CONTRACT, ORDER, LOCATE AND PURCHASE (OR HAVE HELD) ALL PLANT MATERIAL REQUIRED BY THESE PLANS AND SPECIFICATIONS.
9. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE FOR OBSERVATION AT THE FOLLOWING TIMES:
 - MAINLINE - PRIOR TO BACKFILL AND PRESSURE TEST
 - LATERAL LINES - PRIOR TO BACKFILL
 - CONTROL WIRES - PRIOR TO BACKFILL
 - TREE LOCATIONS - PRIOR TO PLANTING
 - IRRIGATION COVERAGE - PRIOR TO PLANT PLACEMENT
 - PLANT APPROVAL AND SPOTTING PRIOR TO PLANTING
 - PRE-MAINTENANCE APPROVAL
 - POST-MAINTENANCE/FINAL APPROVAL.
10. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPAIRS MADE NECESSARY THROUGH THE ACTIONS OR NEGLIGENCE OF HIS CREW.
11. SOIL AMENDMENTS SPECIFIED ARE FOR BIDDING PURPOSES ONLY. ACTUAL TYPES AND QUANTITIES WILL BE BASED ON SOIL ANALYSIS PROVIDED BY CONTRACTOR. AFTER ROUGH GRADING, SOIL SAMPLES SHALL BE TAKEN FROM ENOUGH LOCATIONS IN DIFFERENT AREAS OF THE SITE TO REPRESENT AN ADEQUATE CROSS SECTION OF CONDITIONS. TEST SHALL INCLUDE TESTS FOR SOIL FERTILITY, AGRICULTURAL SUITABILITY ORGANIC CONTENT N, P, K; PH; EC; SOIL TEXTURE; AND RECOMMENDATIONS FOR AMENDMENTS, LEACHING, AND MAINTENANCE FERTILIZATION. CONTRACTOR SHALL FURNISH OWNER'S REPRESENTATIVE WITH A COPY OF TEST RESULTS AND RECEIVE WRITTEN APPROVAL FOR AMENDMENTS/SOIL PREPARATION PRIOR TO INSTALLATION.
 - BID MIX FOR TURF AREAS:
 - SOIL AMENDMENTS BID MIX SHALL BE THE FOLLOWING PER 1000 SQUARE FEET:
 - 4 CU. YDS. NITROGEN STABILIZED ORGANIC AMENDMENT 'KELLOG NITRO MULCH'
 - 20 LBS. GRO-POWER PLUS
 - 100 LBS. GYPSUM
 - "SOIL PREP" TO BE MIXED INTO THE TOP 6" OF SOIL THROUGHOUT THE SITE EXCEPT ON SLOPES GREATER THAN 3:1.
 - BID MIX FOR SHRUB AREAS:
 - PLANTING AND BACKFILL MIX FOR PLANT PITS AND TABLETS SHALL BE AS FOLLOWS PER CUBIC YARD:
 - 70% OF NATIVE SOIL
 - 30% NITROGEN STABILIZED ORGANIC AMENDMENT
 - 16 LBS GRO-POWER PLUS
 - 2 LBS. FERROUS SULFATE
 - THOROUGHLY BLEND THE ABOVE AT A CENTRAL ON-SITE LOCATION PRIOR TO USE. THE FERROUS SULFATE SHOULD NOT CONTACT PAVING SURFACES AS STAINING WILL RESULT.
12. SHRUB AND GROUND COVER MASS QUANTITIES ARE SHOWN ON PLANS. UNDERPLANT ALL TREES WITH THE ADJACENT SHRUB AND/OR GROUND COVER AS INDICATED BY THE PLANS. PLANTS SHALL BE INSTALLED WITH TRIANGULAR SPACING. PLANT GROUND COVERS TO WITHIN 12" OF TREE OR SHRUB STEMS.
13. PLANT SYMBOLS TAKE PRECEDENCE OVER PLANT QUANTITIES SPECIFIED. WHERE SHRUB SYMBOLS ARE MASSES, CONTRACTOR SHALL MAINTAIN A CONSISTENT ON CENTER, TRIANGULAR SPACING AS SPECIFIED IN LEGEND. CONTRACTOR SHALL VERIFY PLANT TOTALS FOR BID PURPOSES.
14. ALL ROCKS AND DEBRIS TWO INCH (2") AND LARGER SHALL BE REMOVED FROM PLANTING AREAS AND THEN FROM THE SITE TO A LEGAL SITE OF DISPOSAL. WHERE THE GRASS IS TO BE LOCATED, ALL ROCKS AND DEBRIS ONE INCH (1") AND LARGER SHALL BE REMOVED FROM THE SITE TO A LEGAL SITE OF DISPOSAL.
15. PRIOR TO BEGINNING THE PLANTING OPERATION, IRRIGATE ALL PLANTING AREAS NORMALLY FOR TWO WEEKS TO GERMINATE WEEDS. APPLY CONTACT HERBICIDE TO WEEDS ONLY PER MANUFACTURER, MONSANTO "ROUND-UP" OR EQUAL. REPEAT PROCESS IF WEEDS PERSIST.
16. PERCOLATION TEST SHALL BE CONDUCTED IN ACCORDANCE WITH THE LANDSCAPE SPECIFICATIONS.
17. PRIOR TO PLANTING, IRRIGATION SYSTEM SHALL BE FULLY OPERATIONAL AND ALL PLANTING AREAS SHALL BE THOROUGHLY WATERED.
18. PLANT MATERIAL MAY BE REJECTED AT ANY TIME BY OWNER'S REPRESENTATIVE DUE TO CONDITION, FORM OR DAMAGE BEFORE OR AFTER PLANTING.
19. ALL TREES WITHIN 5' OR LESS OF HARDSCAPE SHALL BE INSTALLED WITH A ROOT BARRIER. ROOT BARRIER SHALL BE INSTALLED PARALLEL TO HARDSCAPE SURFACE FOR A DISTANCE OF 12" FROM THE CENTER LINE OF THE TREE TRUNK IN BOTH DIRECTIONS, OR AS INDICATED ON PLAN. ROOT BARRIER TO BE MANUFACTURED BY "DEEPROOT" OR "BIO-BARRIER" OR EQUIVALENT.
20. PLANTING TABLETS SHALL BE GRO-POWER PLANTING TABLETS 12-8-8 (12 MONTH SLOW RELEASE FORMULATION).
21. 1 GALLON GROUND COVER MATERIALS SHALL BE PLANTED TO WITHIN 12" OF ADJACENT SHRUB STEMS.
22. ALL PLANTING BEDS SHALL HAVE 2" (TWO INCH) THICK MULCH LAYER. "MULCH" SHALL BE BARK MULCH FROM ONE OF THE FOLLOWING SOURCES: SHREDDED FIR OR SHREDDED CEDAR. RATES AS SPECIFIED ON PLANS. FREE OF STICKS, STONES, CLAY OR OTHER FOREIGN MATERIAL. EXISTING MULCH ON SITE MAY BE MIXED WITH NEW MULCH. CONTRACTOR SHALL SUBMIT SAMPLE TO OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION.
23. ALL PLANTING SHALL BE GUARANTEED THROUGH THE ESTABLISHMENT PERIOD (SEE PLANTING SPECIFICATIONS); ESTABLISHMENT PERIOD SHALL BE 90 DAYS. TREES AND SHRUBS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR, BEGINNING FROM THE DATE OF THE FINAL ACCEPTANCE OF THE ESTABLISHMENT PERIOD.
24. AT COMPLETION OF THE ESTABLISHMENT PERIOD, APPLY COMMERCIAL FERTILIZER (15-15-15) AT 2LBS/1000SF TO TURF AREAS ONLY AND WATER IMMEDIATELY WITH A THOROUGH IRRIGATION CYCLE.
25. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL AREAS IN A WEED AND DEBRIS-FREE CONDITION THROUGHOUT THE ESTABLISHMENT PERIOD.
26. COORDINATE PLACEMENT OF TREES WITH SITE LIGHTING. CANOPY OF TREE AT ULTIMATE SIZE SHALL NOT BE PLACED SO AS TO CONFLICT WITH LIGHTING THROW ALONG PARK WALKWAYS.
27. PLANT MATERIAL SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE.

LP-3

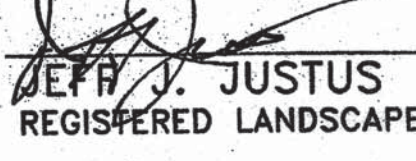
DIGALERT

 DIAL TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS
 BEFORE YOU DIG

**SEE SHEET LP-1 FOR PLANTING LEGEND AND PLAN
 SEE SHEET LP-2 FOR PLANTING WALL ELEVATION & DETAILS**

SDG PRJ# 07-400
 DATE: 01/17/2011
 DRAWN BY: AS, JJ
 APPROVED BY: JJ

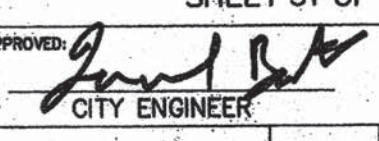


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JEFF D. JUSTUS
 REGISTERED LANDSCAPE ARCHITECT
 01-17-2011
 PLAN APPROVAL DATE



**TALBOT STREET SLOPE
 RESTORATION PROJECT
 PLANTING NOTES AND DETAILS**

CITY OF SAN DIEGO, CALIFORNIA		WBS: S-00609	
SHEET 31 OF 31 SHEETS		APPROVED:  7-29-11	
APPROVED:	CITY ENGINEER	DATE	7-29-11
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	JJ		
SUBMITTED BY: JAMAL BATTA SENIOR ENGINEER		CASEY CROWN ASSOCIATE ENGINEER	
CASEY CROWN PROJECT ENGINEER		203-1696 LAMBERT COORDINATES	
CONTRACTOR	DATE STARTED	36111-31-D	
INSPECTOR	DATE COMPLETED		

100% SUBMITTAL

IF SHEET SIZE IS LESS THAN 22"x34", IT IS A REDUCED PRINT. SCALE ACCORDINGLY.