

City of San Diego

CONTRACTOR'S NAME: Dick Miller Inc.
ADDRESS: 930 Boardwalk, Suite H, San Marcos, CA 92078
TELEPHONE NO.: 951-216-4070 **FAX NO.:** _____
CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: Bfriedenreic@sandiego.gov
Phone No. (619) 533-3104
L. Chan / T. Dinh / K. Ranshaw

BIDDING DOCUMENTS



FOR

MISSION BAY EL CARMEL COMFORT STATION IMPROVEMENTS

BID NO.: _____ **K-24-2213-DBB-3**
SAP NO. (WBS): _____ **B-18226**
CLIENT DEPARTMENT: _____ **1714**
COUNCIL DISTRICT: _____ **2**
PROJECT TYPE: _____ **GG**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

OCTOBER 17, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK


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

RALPH J. ROESLING
1) Licensed Architect

8/28/23
Date

Seal:




2) For City Engineer

08/29/2023
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) 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	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
10.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Mission Bay El Carmel Comfort Station Improvements**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,800,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 17, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	3.4%
2. ELBE participation	4.2%
3. Total mandatory participation	7.6%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBds.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

8. AWARD PROCESS:

- 8.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 8.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 8.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 8.4. The low Bid will be determined by the Base Bid.
- 8.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

9. SUBMISSION OF QUESTIONS:

- 9.1. The Director (or Designee) of the Purchasing & Contracting 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. Any questions related to this solicitation shall be submitted to:

Bfriedenreic@sandiego.gov

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results online. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. 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.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City’s web-based vendor registration and bid management system. For additional information go to:

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

5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. 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.

7.2. Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/october-2022-ccs-standard-plans-and-standard-specifications	2022	ECPD081023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/october-2022-ccs-standard-plans-and-standard-specifications	2022	ECPD081023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who 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 state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed 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 may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2,

“Self-Performance”, 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 for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor’s name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

13. SUBMITTAL OF “OR EQUAL” ITEMS: See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.

14. AWARD:

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

14.2. 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.

- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. 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 Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**

 - 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
 - 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
 - 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
 - 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a

properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.

- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

21.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

22.1. 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.

22.2. 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.

22.3. 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.

22.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

22.5. 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 and approval as to form by the City Attorney's Office. 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.

23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK: The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be

furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

24. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

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

Dick Miller Inc., a corporation, as principal, and
The Ohio Casualty 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
TWO MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED FIFTY THREE
DOLLARS AND TWENTY TWO CENTS (\$2,253,353.22) for the faithful performance of the
annexed contract, and in the sum of **TWO MILLION TWO HUNDRED FIFTY THREE THOUSAND**
THREE HUNDRED FIFTY THREE DOLLARS AND TWENTY TWO CENTS (\$2,253,353.22) for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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 Article 2. Claimants,
(iii) public works of improvement commencing with Civil Code Section 9100 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or
subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default
by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified
in the Agreement in the event the City terminates the Principal for default.

7/26/14

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

THE CITY OF SAN DIEGO

By: Stephen Samara

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Date: 1/24/2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Dana Fairchild

Print Name: Dana Fairchild
Deputy City Attorney

Date: 1/31/2024

CONTRACTOR Dick Miller Inc.

By: Allen Bullock

Print Name: Allen Bullock

Date: 11-27-23

SURETY The Ohio Casualty Insurance Company

By: Bart Stewart
Attorney-In-Fact



Print Name: Bart Stewart

Date: November 14, 2023

790 The City Drive South Ste. 200, Orange, CA 92868

Local Address of Surety

(714) 634-3311

Local Phone Number of Surety

\$17,963.00

Premium

024265853

Bond Number

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of San Diego)

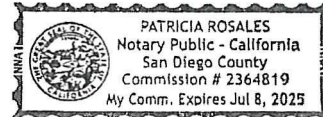
On November 27, 2023 before me, Patricia Rosales Notary Public
(here insert name and title of the officer)

personally appeared Glen Bullock

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 Patricia Rosales

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On November 14, 2023 before me, Genevieve Sistar, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Bart Stewart
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Genevieve Sistar

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** Work includes demolition of existing restroom facility and existing paving from parking lot to building, grading, drainage, utilities, installation of paving, seatwall, and a prefabricated comfort station.
 - 1.1.** The Work shall be performed in accordance with:
 - 1.1.1.** The Notice Inviting Bids and Plans numbered **0100209-01-D** through **0100209-31-D**, inclusive.
- 2. LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**
- 3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **154 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. 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.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors 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 you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing, and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder's intent to comply with SLBE Program goals and procedures included in the City's SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City's EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a 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 obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier 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 supplier, 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 supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 - List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE 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 SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE 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 SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
 - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.

- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 - 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

 - 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:30 AM to 4:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

2-2 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The Contractor will obtain the following permits:
 - a) Building Permit- PRJ – 1074780

2-2.3 Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and ADD the following:

1. The payment for procuring both Building Permit and any related Permits which includes the Separate Permit for Prefabricated comfort station shall be included in the Allowance Bid item for "Building Permits".

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. To the “WHITEBOOK”, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Preliminary Geotechnical Report, Dated. April 06, 2021, by WSP
 - b) Asbestos Abatement Specification for El Carmel Place Comfort Station Demolition, dated March 17, 2021 by Environmental Services Department
6. The reports listed above are available for review at the following link:
 - a) https://drive.google.com/drive/folders/1zl5p8gFUT3FpE9ioA-yUXP9-0E9urqsF?usp=drive_link
 - b) [2213 Mission Bay El Carmel Comfort Station Improvements Technical - Google Drive](#)

3-10 SURVEYING. To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

3-10 SURVEYING (DESIGN-BID-BUILD).

3-10.1 General.

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

3-10.2 Survey Services Provided by City.

1. Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
 - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.

- b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
- c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

3-10.3 Payment.

- 1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

SECTION 4 - CONTROL OF MATERIALS

4-6 TRADE NAMES. To the "WHITEBOOK", ADD the following:

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

<https://www.sandiego.gov/ecp/edocref/>

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

- 1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall 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.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.

5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.6 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100 percent of the value of the Work under this Contract, plus 15 percent to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or

portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.

3. The policy or policies shall provide that all proceeds shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents. The responsibility for paying the part of any loss not covered because of the deductibles shall be apportioned among the parties, except for the City, as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100 percent of its loss. You shall pay the City any portion of the loss not covered because of a deductible; at the same time the proceeds of the insurance are paid to the City as Trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100 percent of the loss not insured because of the deductible.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall 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 of California, and that have been approved by the City.

5-4.3.1 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 of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall 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 shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall 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 shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its

elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to 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.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.4.3 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

5-4.5.5 Builders Risk Endorsements.

5-4.5.5.1 Waiver of Subrogation. The policy or policies shall 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 that arise from Work performed by the Named Insured for the City.

5-4.5.5.2 Builders Risk – Partial Utilization. If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5-4.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies, including all endorsements.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.

6-2.1 Moratoriums. To the "WHITEBOOK", ADD the following:

4. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Summer Moratorium at Beach from Memorial Day to Labor Day (inclusive).

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption for El Carmel Comfort Station Improvements (Mission Bay El Carmel Comfort Station Improvements)**, Project No. **B-18226.02.06**, as referenced in the Contract

Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9

LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the "WHITEBOOK", ADD the following:

3. The Lump Sum Bid item for "**Construction of Mission Bay Park El Carmel Comfort Station Improvement Project**" shall include, and not be limited to, demolition of existing restroom building, installation of new prefab

restroom, ADA sidewalk and parking spaces upgrades, site preparation for prefab restroom including over excavation and recompaction and utilities (sewer, water, roof drain, and electrical), site furnishings, site grading, paving, drainage, utilities, and other park amenities as shown on Plans, and not be limited to, as specified in the Plans, Contract Documents, and Technical specifications and SSP.

7-3.9 Field Orders. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the “**Field Orders**” Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the “WHITEBOOK”, ADD the following:

5. This Contract **is not** subject to the provisions of The “WHITEBOOK” for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

ADD:

201-11 PRECAST CONCRETE SITE FURNISHINGS.

201-11.1 General.

201-11.1.1 Submittals.

1. Product Data: For each type of product indicated.
 - a) Manufacturer’s standard product literature
 - b) Shop drawings
 - c) Installation instructions
 - d) Maintenance instructions
2. Samples for Verification: For each type of exposed finish indicated.

201-11.1.2 Quality Assurance.

3. Source Limitations: Obtain each type of site furnishings through one source from a single manufacturer.

201-11.1.3 Delivery, Storage and Handling.

1. Handle products in accordance with manufacturer's instructions.
2. Store products in manufacturer's original packaging until ready for installation.
3. Protect products from impacts and abrasion during storage.

201-11.1.4 Warranty.

1. Provide manufacturer's standard warranty.
2. Warranty Terms: One year from date of invoice against defects in materials and workmanship.

201-11.2 Products.

201-11.2.3 Trash and Recycling Receptacles.

1. Manufacturer: Outdoor Creation Inc., (530) 365-6106, or approved equal that fits a 32-gal trash can
2. Size and Configuration: per Drawings
3. Materials:
 - a) Body: Precast Concrete, with minimum compressive strength of 5000psi
 - b) Door: 3/16" powder coated steel with white vinyl decal
4. Color and Finish: per Drawings
5. Sealer: Nano Tech Barrier
6. Graphics: Provide cast-in Trash and Recycle logo on back of receptacle, painted.

201-11.3 Execution.

201-11.3.1 Examination.

1. Verify substrates are stable and capable of supporting weight of items covered under this section.
2. Verify substrates have been adequately prepared to securely anchor items that will be surface mounted.

201-11.3.2 Installation.

1. Install according to the manufacturer's installation instructions.
2. Install in conformance to applicable ADA guidelines and End User's established accessibility policies.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix G - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

402-6 COOPERATION. To the "WHITEBOOK", ADD the following:

1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

5. Engineered TCP (2-foot x 3-foot size) shall be required for the following areas:
 - a) El Carmel Place

SECTION 800 – MATERIALS

800-1 LANDSCAPING MATERIALS.

800-1.1 Topsoil.

800-1.1.1 General. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Topsoil shall be designated as Class A (imported) or Class C (unclassified). The Engineer will determine the suitability of topsoil prior to use. The Engineer may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements. Topsoil shall be transported from the source to its final position unless stockpiling is specified in the Special Provisions.

1. Typically, the onsite soils (Class C) are suitable and preferred for reuse as topsoil if free from excessive vegetation, trash and debris, and other deleterious matter. The contractor shall perform soil laboratory test to determine suitability of onsite topsoil material and conformance to specifications.

2. If import of topsoil is determined to be necessary, Class A topsoil shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Resident Engineer prior to delivery. Topsoil must be weed free upon delivery, or treated as specified for weed eradication. If topsoil is to be stored on-site for later installation, it shall not be stored for more than one week.

800-1.1.3 Class "B" Topsoil. To the "GREENBOOK", DELETE in its entirety.

800-1.2 Soil Fertilizing and Conditioning Materials.

800-1.2.1 General. To the "GREENBOOK", ADD the following:

1. Submittals: Product data and samples shall be made in one package. Submit manufacturer's product data on amendments, fertilizers and all other materials as described in this section. Include brand names, estimate quantities and supplier. For bark mulches, submit three (3) ¼ lb. bagged samples of each specified material. Label bag with name, source, size and color range.

800-1.2.2 Manure. To the "GREENBOOK", DELETE in its entirety.

800-1.2.4 Organic Soil Amendment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Soil Amendment: A blend of organic fractions with several degrees of breakdown rate, a long-lasting form of iron, trace elements, pH of 5.5 to 7.5, maximum salinity of 2.50 Ece, organic matter (dry weight basis) more than 90%, non-ionic wetting agent and total nitrogen content of 0.4 - 0.8%, such as "Numex Lif" by John Deere Landscapes, (619) 562-8777, or "A-1 Nutri-Gro" by A-1 Soils, (858) 715-5600, (or approved equal).
2. Gypsum: a commercially processed and packaged gypsum (CaSo₄, H₂O) Calcium Sulfate Product - 94.3%. Ninety percent shall pass a 50 mesh screen.
3. Iron Sulfate: a non-staining iron with micronutrients, pelletized, slow release, environmentally safe; 40% Iron, 1% Manganese, 1% Zinc, 1% Magnesium, 6% Sulfur; 2% Humic Acids. Such as "Premium Green Iron 40% Fe" as manufactured by Gro-Power®, Inc. (800) 473-1307 or approved equal.
4. Sulfur: a commercially processed and packaged product in elemental form (S) Sulfur - 90.0%, capable of oxidizing over time and providing nutrient sulfur. Pelletized. Such as "Tiger 90 CR". As supplied by Butler's Mill (800) 233-6933 or approved equal.
5. Mycorrhizal Inoculum / Soil Conditioner: Inoculum shall be both Endo and Ecto (granular), with consisting of propagules (spores, fragments of fungal mycelium, and pieces of mycorrhizal roots capable of colonizing host plant

roots) of the vesicular arbuscular mycorrhizal species *Glomus intraradices*, *Glomus aggregatum*, *Glomus mosseae*, combined with other species and/or additional genera including, *Sclerocyctis*, *Gigaspora*, *Scutellospora*, *Entrophospora*, and *Acaulospora*. Ectomycorrhiza include *Pisolithus* and 4 species of *Rhizopogon*. Soil Conditioner portion shall consist of organic materials consisting of higher plant form life, composted beyond the fibrous stage, to humus. Also shall have humic acids and beneficial soil bacteria strains. It shall NOT contain poultry, animal or human waste (i.e., sewage sludge), pathogenic viruses, fly larvae, insecticides, herbicides, fungicide or poisonous chemicals that would inhibit plant growth. Shall be "GroLife" (800) 473-1307 – no known equal.

Ingredients: _____ Percentage (minimum):

Mycorrhizal Inoculum	6,500/5,500 progules per lb.
Humus	65%
Humic Acids	25%

800-1.2.5 Mulch. To the "WHITEBOOK", item 3, sections a) through m), DELETE in their entirety and SUBSTITUTE with the following:

- a) **Type 1 Mulch** (Organic Mulch): "Gorilla Hair"; redwood bark mulch, fibrous, stringy, dark red product that is 100% derived from *Sempervirens* species of the Sequoia Redwood tree.
 - i. Size Range: Particle size shall be 95% passing a range from 1-3", with some fibers being longer than 3".
 - ii. Acceptable Manufacturer: John Deere Landscapes (800) 233-6933 or approved equal.
- b) **Type 2 Mulch** (Organic Mulch): "Forest Mulch" or "Forest Fines"; organic forest products with leaf litter, light in color, free of trash and other deleterious materials and animal waste, with pathogens and weeds removed by temperature treatment.
 - i. Size Range:
 - A. "Forest Mulch": 1-5"
 - B. "Forest Fines": ½ -2"
 - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or approved equal.
- c) **Type 3 Mulch** (Organic Mulch): "Perennial Mulch" or "Orchard Mulch"; composted mulch product, dark in color, high in organic content and comprised of yard trimming, free of trash and other deleterious materials and animal waste, with pathogens and weeds removed by temperature treatment.
 - i. Size Range:
 - A. "Perennial Mulch": ¾" screened
 - B. "Orchard Mulch": 2" minus

- ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or approved equal.
- d) **Type 4 Mulch** (Organic Mulch): "Landscape Mulch" or "Trail Mulch"; comprised of tree wood and clean construction lumber waste products, light in color, free of painted or stained wood, trash and other deleterious materials and animal waste.
 - i. Size Range:
 - A. "Landscape Mulch": 1-3"
 - B. "Trail Mulch": 1-2"
 - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or approved equal.
- e) **Type 5 Mulch** (Organic Mulch): "Pacific Mulch"; appearance grade, composed organic forest products, free of trash and other deleterious materials, with pathogens and weeds removed by temperature treatment
 - i. Size Range: 1-3"
 - ii. Acceptable Manufacturer: John Deere Landscapes (800) 233-6933 or approved equal.
- f) **Type 6 Mulch** (Organic Mulch): "Bark Bits"; Fir and Pine Bark, free of trash and other deleterious materials.
 - i. Size Range: 1/4"-3/8"
 - ii. Acceptable Manufacturer: John Deere Landscapes, (800) 233-6933, or approved equal.

ADD:

800-1.2.7

Herbicides and Pesticides.

1. Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.
2. Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent.
3. Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

800-1.4

Plants.

800-1.4.1

General. To the "WHITEBOOK", ADD the following:

8. Plants shall have grown in their containers for at least six months, but not over two years.
9. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Project Landscape Architect.

Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by the Project Landscape Architect prior to planting. All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root-nor pot-bound and are free of kinked or girdling roots. Immediately upon award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all palm trees shall be submitted to Project Landscape Architect for approval for a minimum of 15 days prior to delivery of the plants to the site. The Project Landscape Architect reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

10. Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings. Inspection of plant materials required by City, County or State authorities shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site. The Project Landscape Architect is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Project Landscape Architect, but the use of larger plants will make no change in Contract Price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
11. Rejection or Substitution: The Project Landscape Architect reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Project Landscape Architect. Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Project Landscape Architect's written approval.
12. Right To Changes: The Project Landscape Architect reserves the right to change the species, variety, and/or sizes of plant material to be furnished,

provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (10) days before the planting operation has commenced.

13. Submittals: For each plant specified, include photo quality color photographs at 8 ½ x11 size format of each required species and size of plant material as it will be furnished to the Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Identify each photograph with the full scientific name of the plant, container size, height and spread, and name of the growing nursery. Review of plant photographs does not indicate acceptance of the plant material as delivered to the Project Site.
14. Reference Standards: Reference Standards apply to these Sections and shall be the latest edition of the following:
 - a) "A Checklist of Woody Ornamental Plants of California", University of California, College of Agriculture.
 - b) ANSI Z60.1 American Standards for Nursery Stock.
 - c) Hortus Third.
 - d) Sunset Western Garden Book, Sunset Publishing Corporation.
 - e) Guideline Specifications for Nursery Tree Quality by Urban Tree Foundation.

ADD:

800-1.7 Aeration Tubes.

1. Tubes:
 - a) 4" dia., schedule 40 PVC perforated pipe cut to lengths as shown on the Drawings.
 - b) Acceptable Manufacturer: Pacific Plastics, Inc. (714) 990-9050, or approved equal.
2. Grates:
 - a) 4" dia., round, black, flat plastic slotted drain grates
 - b) Acceptable Manufacturer: National Diversified Sales (NDS), or approved equal.
3. Filter fabric "Sock":
 - a) Spunbond, Tyvar 3341, Geoscape Landscape Fabric - 2.5 oz., Commercial Grade
 - b) Acceptable Manufacturer: ADS (800) 821-6710 or approved equal.

SECTION 801 - INSTALLATION

801-1 GENERAL. To the "WHITEBOOK", ADD the following:

5. Contractor is to obtain Resident Engineer's acceptance of tree locations in the field prior to installation of irrigation equipment. Tree locations on the plan are approximate and shall be adjusted as directed by the Resident Engineer. Tree locations take precedence over irrigation equipment conflicting with accepted tree locations.
6. In paved areas, all tree and palm planting holes are to be excavated and amended per the specifications prior to the pouring of the concrete paving.
7. Examine areas to be planted before start of work, locate utilities, improvements, and easements, verify dimensions and areas shown on the Drawings with actual conditions, identify and tag existing plant material to remain. Document conditions which are in direct conflict with the Drawings and notify the Owner's Representative. Do not start work until conditions that would adversely affect performance, installation, or quality of the work have been corrected. Start of work of this Section constitutes acceptance of the conditions.
8. Contractor shall install a temporary water supply from an approved source to irrigate the existing trees during construction, as outlined in Subsection 308-4.9.5 of the Standard Specifications.
9. Site observation visits herein shall be made by the Resident Engineer. The contractor shall request site observation three (3) working days in advance of the time of observation is required unless otherwise specified below. The Landscape Contractor or his authorized representative shall be on the site at the time of each site observation by the Resident Engineer. Site observations shall be required for the following parts of work:
 - a) Pre-Construction Meeting to review proposed construction.
 - b) Protection of existing plant materials 48 hours
 - c) Rough grade and soil tests 48 hours
 - d) Plant material 48 hours
 - e) Soil preparation and finish grade 48 hours
 - f) Plant layout and installation 48 hours
 - g) Substantial Completion Punch List 7 days
 - h) Punch List Completion 7 days
(Authorize start of Maintenance Period)
 - i) Maintenance Completion 7 days
 - j) Hardscape from layout to verify location of irrigation sleeves.
 - k) Water pressure test of mainlines prior to backfilling trenches.

- l) Water pressure test of laterals prior to backfilling trenches.
- m) Irrigation coverage check.
- n) Final walk-through at the completion of the ninety (90) day maintenance period.

ADD:

801-1.1 Weeding.

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

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.1 General. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Earthwork and topsoil placement shall include the preparation for and the spreading, densification, cultivation, and raking of topsoil, including fertilization and conditioning.

Preliminary rough grading and related work to prepare areas for landscaping work to within 0.1 foot (30 mm) of finish grade, or to subgrade for Class A topsoil, shall conform to 300-2, 300-4, and 301-1.

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General. To the "WHITEBOOK", ADD the following:

- 7. Soil Tests:
 - a) After asphalt and structure demolition and removal are completed and once rough
 - b) At the conclusion of rough grading, collect 4 soil samples from areas identified by the Resident Engineer, and submit the samples to an agricultural soils laboratory for testing. Submit copy of specified amendments with soil samples for testing lab reference. Submit the test results to the Resident Engineer for review. No amendments shall be applied prior to receipt of test results. The Resident Engineer shall recommend changes to the amendments and/or procedure listed herein, after review of the test results. Costs for testing shall be included in the base bid. Cost change for soil preparation work shall be in accordance with the provisions of the General Conditions.
 - c) The cost of the soil analysis and testing shall be included in the bid documents and the Contractor shall not be due additional compensation.
 - d) Conduct soil tests prior to commencing work on this section.

8. Percolation Tests:
 - a) Locate and prepare the percolation test pits where indicated on the Drawings or as indicated by Owner' representative, and as describe herein. Percolation tests shall take place prior to any tree planting.
 - b) Excavate the pits as describe under the plant installation section, remove all loose material, and fill the pits with six inches (6") of water. After 12 hours refill with the same amount of water. Six hours after the second filling, inspect the pits with the Resident Engineer and document locations where water remains in the pit.
 - c) If percolation problems occur, provide means and methods for correcting said problems. Planting operations at the locations identified shall be suspended as necessary or as directed by the Resident Engineer. Payment for corrective work shall be in accordance with the provisions of the General Conditions. Proceeding with the work without written approval, does not entitle the Contractor to additional compensation for corrective work.
 - d) Conduct percolation tests prior to commencing work on this section.

801-2.2.2 Fertilizing and Conditioning Procedures. To the "WHITEBOOK", item 2, ADD the following:

Spread amendments over all planting areas indicated on the Drawings, and mechanically till and blend to a depth of six (6) inches. Prepare areas within the dripline of existing trees by hand, do not use mechanical tillers. Remove foreign material, construction debris, and rocks larger than 2" in diameter. Rake smooth, lightly water, and compact to the finish grades shown on the Drawings.

To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. After spreading, cultivate the following soil amendments into the upper 15 inches (381 mm) of soil by suitable equipment operated in at least two directions approximately at right angles. In small planters the same results are to be achieved using hand tilling methods.

801-2.3 Finish Grading. To the "WHITEBOOK", ADD the following:

12. Planting surfaces shall be graded with no less than one percent (1%) surface slope for positive drainage.
13. Molding and rounding of the grades shall be provided at all changes in slope.
14. All undulations and irregularities in the planting surfaces resulting from tillage, rototilling, and all other operations, shall be leveled and floated out before planting operations are initiated.
15. The Contractor shall take every precaution to protect and avoid damage to irrigation heads, irrigation lines, and other underground utilities during the grading and soil conditioning operations.

16. Final grades shall be acceptable to the Resident Engineer before planting operations will be allowed to begin.

801-4 PLANTING.

801-4.1 General. To the "WHITEBOOK", ADD the following:

7. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer and his decision shall be final. The Contractor shall obtain a soil moisture level found to be sufficient for planting. All planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day that can be planted and watered as herein specified immediately after removal from containers.
8. Excavation shall include the stripping and staking of all acceptable soil encountered within the areas to be excavated for plant pits and planting beds. Protect all areas that are to be trucked over and upon which soils to be temporarily stacked pending its re-use for the filling of holes, pits and beds.
9. Excess soil generated from the planting holes shall be removed from the site, or distributed thereon with, and only with, approval of the Resident Engineer.
10. Refer to planting details for trees that are to have root barriers.
11. All plant material and their locations shall be approved by the Resident Engineer before cutting into containers and excavating soil for planting.

801-4.3 Layout and Plant Locations. To the "WHITEBOOK", ADD the following:

4. The layout of locations for plants and outlines of ground cover areas to be planted shall be approved on the site by the Resident Engineer. All container plants shall be sited by the Contractor in their final locations, as approved by the Resident Engineer, prior to their planting. All such locations shall be checked for interference with existing underground piping, prior to excavation of holes. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for the planting may be selected by the Resident Engineer. Damage to existing utilities shall be the responsibility of the Contractor.
5. Tree Layout: Flag or stake the tree locations as shown on the Drawings, and review with the Resident Engineer, the locations which conflict with new or existing utilities, foundations, paving, drainage flow lines and structures. Do not install trees in areas of conflict without review and approval from the Resident Engineer.

6. Shrub and Vine Layout: Place container plants at the locations shown on the Drawings. Proceed with the installation after review and approval by the Resident Engineer.

801-4.5 Tree and Shrub Planting. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Planting holes shall be the depth of the plant container or ball and shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.
 - a. Plant Pits: Excavate planting pits to the minimum size and depth indicated on the Drawings. The pits shall have vertical sides and level or sloping bottoms with roughened surfaces. Pits may be larger to avoid damage or injury during installation, or due to other constraints. Notify the Resident Engineer of conditions where hardpan, adobe clay, or inadequate subgrade compaction are encountered. Planting operations at the locations identified shall be suspended pending corrective action provided by the Resident Engineer.

To the “WHITEBOOK”, item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. Backfill and Compaction:
 - a) Place backfill in maximum 6 inch layers. Puddle and tamp to 85% relative dry density prior to placement of each succeeding layer. Place plant tablets as indicated on the Drawings and in the quantities noted below, do not place plant tablets in direct contact with the rootball. At completion of the planting operation, thoroughly water-in each plant to the full depth of the plant pit.
 - b) Backfill mixture for all plants except palms shall be thoroughly blended, consisting of the following:

<u>Amendment</u>	<u>Amount</u>
Soil Conditioner*	1 part
Existing Soil	3 parts
Iron Sulfate	2 lb/cy of mix
Soil Sulfur	1 lb/cy of mix
Gypsum	25 lb/cy of mix
Pre-plant Fertilizer (5-3-1)*	18 lb/cy of mix
Mycorrhizal Inoculum / Soil Conditioner**	10 lb/cy of mix

* Incorporate these items only in the top 18” layer.
 ** Incorporate these items only in the top 6” layer.

c) Place planting tablets in the planting pits at the following rates:

<u>Plant Size</u>	<u>Qty.</u>	<u>Tablet Size</u>
Liner and flat size plant		15 gram
1 gallon container	1	21 gram
5 gallon container	2	21 gram
15 gallon container	3	21 gram
Box specimen	2	21 gram for each 12" of box size

ADD:

801-4.6.4

Root Barriers.

1. Materials shall be delivered and stored in accordance with Section 4 of the Standard Specifications. Avoid prolonged exposure to direct sunlight and high temperatures. Material exposed to direct sunlight for more than one week shall be rejected and replaced. Install as soon as possible after opening container.
2. Material shall be handled in accordance with manufacturer's instructions.
3. Install root barrier against edge of all paving adjacent to planting areas within 10' of tree trunks measured perpendicular to curb. A minimum 4" wide trench shall be excavated to the depth of root barrier. Insert barrier to bottom of trench and stretch it straight against the side of trench adjacent to concrete. Top edge shall be 3" below grade of concrete structures. To permit backfilling, tape, wire or pin the barrier against the trench wall. The fabric shall be laid in a continuous barrier without gaps. Splices shall be made tight and permanent using the manufacturer's locking strips installed per instructions. Tamp soil gently and firmly into place as backfilling is accomplished to prevent soil settling. Avoid collapsing or distorting the barrier when backfilling. Cutting shall be accomplished using a sharp knife.
4. Price for root barriers shall include labor, materials, equipment and all incidentals necessary to provide a complete installation.
5. Root barrier shall be installed against hardscape features, or as shown diagrammatically on the Drawings, not encircling tree rootball. Install per manufacturer recommendations.

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1

GENERAL. To the "WHITEBOOK", ADD the following:

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

TECHNICALS

**MISSION BAY COMFORT STATIONS
EL CARMEL & VENTURA COVE
City of San Diego Public City Works**

100% Submittal

RNT Architects

San Diego, California

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

- A. Engineering Survey: Submit engineering survey of condition of building.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of selective demolition activities with starting and ending dates for each activity.
- D. Predemolition photographs or video.

1.5 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials, other than mold, will be encountered in the Work.
 - 1. If suspected hazardous materials, other than mold, are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
 - 2. Mold Abatement and Removable: Engage a certified mold abatement contractor to remove the mold as required by the City of San Diego and authority having jurisdiction. Where mold damage is significant, replace damaged materials with new materials in kind. The sampling and mediation of mold damage should follow analytical methods and standards recommended by the American Industrial Hygiene Association (AIHA) or the American Conference of Governmental Industrial Hygienists (ACGIH).
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Notify Owner after existing sheathing and finishes are removed in areas requiring repairs. Owner shall arrange for termite inspection to assess whether additional framing is to be removed due to termite and dry rot damage. In area with mold growth, engage a certified mold abatement contractor to remove mold. Where mold growth is extensive, the certified mold abatement contractor shall consult with the Owner and shall remove such material without causing structural instability, movement, or collapse of the existing building.
- D. Inventory and record the condition of items to be removed and salvaged.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove plumbing, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain fire watch during and for at least 24 hours after flame-cutting operations.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly and properly according to environmental rules and regulations.
 - 7. Tree Removal:
 - a. Tree Removal Within Property Limits: Remove trees and shrubs as indicated.
 - 1) Remove trees and shrubs to avoid damage to trees and shrubs designated to remain.
 - 2) Grub and remove tree stumps and shrubs felled to an authorized disposal site. Fill depressions created by such removal with material suitable for backfill.
 - b. Tree Removal Outside Property Limits: Do not cut or damage trees outside the project boundary unless shown to be removed. Furnish three copies of the written permission before removal operations commence.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 CLEANING

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 13000 - PREFABRICATED RESTROOM BUILDING

A. General, Specifications and Clarification of Prefabricated Building and Site Installation

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an offsite constructed “product” and not “typical” general construction.
2. The installation of the product on site is general construction, which must be coordinated between the general contractor and the subcontractor. Specifications for the building foundation/pad shall be provided herein by the specified design/build subcontractor. Due to the responsibility of the specified building subcontractor for architecture, engineering and a five-year warranty, the site pad/foundation must meet the subcontractor’s design so the pad and building can be considered from a single source for warranty purposes. The subcontractor must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

B. Architectural Design/Engineering and Insurance Responsibility

1. While the City of San Diego has provided bid specifications and a design for the building, the building design/build subcontractor remains legally responsible for architecture, engineering, and all applicable building, safety, health, fire, and accessibility code compliance. Since they hold professional design responsibility to the owner, the building subcontractor must furnish certification that they provide product liability insurance in the amounts required by the general specifications to cover property damage and personal injury. Final drawings shall be stamped by a California engineer and California Department of Housing and Community Development, suitable for local permitting.

C. Errors and Omissions Insurance

1. The building design/build subcontractor must also provide an additional Professional Architectural and Engineering Errors and Omissions insurance, in the minimum amount of \$2,000,000, to cover claims against the owner or the general contractor for State and Federal ADA handicapped accessibility and other design/engineering code issues. This Errors and Omission Policy must remain in effect for 5 years from the completion and owner acceptance of the project. Product liability insurance (since it does not cover professional design responsibility only) will be insufficient for this bid and will be cause for rejection of the bidder.

D. Insurance for the Building offsite, while in transit, and/or on site until turn over and final owner acceptance

1. The subcontractor may request invoicing for a percentage of building completion in-plant, monthly. Under UCC law, this means that the subcontractor is turning over responsibility for the portion invoiced to the owner, yet the building will not be on the owner’s property and may not be covered by the owner’s insurance. Therefore, the building subcontractor must provide a separate insurance policy insuring the owner and general contractor as additionally insured for liability, damage and/or vandalism to the building while in the manufacturing facility, while in transit, and/or while in storage at a certified bonded storage facility or at the final project site for up to \$200,000 for each prefabricated building module,

until the building is final accepted by owner.

E. General Contractor Coordination with Design/Build Subcontractor

1. The specified prefabricated public restroom building requires coordination between the General Contractor (who prepares the site subgrade and delivery access for the prefabricated building) and the prefabricated restroom building subcontractor (who completes the architectural design, engineering, off-site building construction, delivery and installation on site.) The specified prefabricated restroom building specifications include unique components/systems which are custom to the restroom building subcontractor. Since the restroom subcontractor is responsible for design, additional insurance requirements for errors and omissions is required.

F. General Contractor, General Scope of Work

1. The general contractor for this project is responsible for the site survey and staking the building locations, finished slab survey elevations and marking on site, construction and compaction of the required building pads; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.
2. The general contractor is responsible for verification to the building subcontractor design/build firm that there are no unanticipated site delivery issues such as overhead wires, trees, tree roots, or existing grade changes and that prevent a clear path of travel between a roadway and the final site exists for a tractor trailer and crane to expedite delivery. The design/build subcontractor requires that the general contractor certify that the required delivery crane must be able to set the building modules within 35' distance from the center of the building to the center of the crane hoist.

G. Prefabricated Restroom Building, General Scope of Work:

1. The prefabricated restroom building specialist will provide to the general contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The design/build subcontractor shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, on a general contractor prepared pad per the drawings included in this bid.

H. Licensing:

The subcontractor must comply with all the State of California; Department of Housing and Community Development, prefabricated "Commercial Modular Requirements" as follows:

1. The building manufacturer must be licensed by the State of California, Department of Housing and Community Development as a manufacturer.
2. The selling dealer (if applicable) must be a California licensed dealer and present their license for verification with the bid.
3. The licensed dealer must also possess a State of California Contractors License Board Class B License and present their license for verification with the bid.

I. Bid Standard for the Prefabricated Restroom Building

1. The City of San Diego understands that there are several firms who design and build various types of public restroom buildings in varying quality and architectural styles, using similar or different construction methods and materials. For the purpose of this bid, the owner has selected:

Public Restroom Company, 2587 Business Parkway, Minden, NV 89423 and specifies herein that this firm is the standard for architectural design (safety, green design, code compliance, and site-specific compatibility.) PRC is also the standard of building performance and quality for the 50-year building design-life with low-maintenance based upon the longevity of the materials selected. Other firms quoting “or approved equal” whose criteria and standards do not comply will be rejected.

Contact: Chad Kaufman, President
Phone: 888-888-2060 ext. 109
Fax: 888-888-1448
Email: chad@publicrestroomcompany.com
Web: www.publicrestroomcompany.com

2. Pre-cast structures are not acceptable

J. “Or Approved Equal Restroom Design/Build Subcontractors”

The City of San Diego may also allow other firms to become qualified to bid, but any firms so authorized to bid must fully comply with these bid specifications and plans or be subject to post bid rejection.

- a) Or Equal applicant shall provide scaled floor plans and elevations, to show general architectural design criteria is met.
- b) Or Equal applicant shall provide a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
- c) Or Equal applicant shall provide a manufacturer’s certification of concrete test compliance from a national independent testing laboratory. The written report must state the concrete compressive strength and absorption resistance per ASTM standard #C39 and #C642, respectively.
- d) Or equal applicant shall provide certification of the special insurance required in this bid.
- e) Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.

3. The City of San Diego or their consultant will be solely responsible for the decision to accept or reject the “or equal” submission.

J. Certificate of Off-site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty

1. The off-site restroom construction requires that a licensed third-party inspection firm provide the owner and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meet and or exceed the approved plans and applicable codes.
2. At the project conclusion, the building subcontractor shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts together with final as-built plans, and a 5-year component/20-year structural warranty to the owner or general contractor.

K. Site Scope of Work by General Contractor

The general contractor shall prepare the restroom building subgrade to receive the prefabricated building in accordance with the bid subgrade preparation drawings or foundation plan.

1. The building subgrade/footings shall be constructed per the bid drawings
2. The General Contractor shall provide water point of service at 30” below finished building slabs; sewer at 24” below the finished building slabs; and electrical at 36” below the finished building slabs or other per bid plans.
3. General Contractor shall coordinate with restroom subcontractor to provide full site delivery access for a 70’ tractor-trailer and hydro crane to the final building sites.
4. If the final site access is over existing sidewalks, utilities, or landscaping, the General Contractor shall be responsible for plating and or tree trimming, utility line removal, or other to protect any existing conditions.
5. The hydro crane must be able to locate no greater than 35’ from the center point of the building to the center point of the crane.
6. The utilities shall be furnished per bid site plans at specified points of connection (POC) nominally 6’ from the building lines.
7. General contractor shall furnish and install final grading, landscaping and sidewalks.

M. Connection to Utilities

1. The restroom subcontractor will stub-out: Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by General Contractor or others. General contractor shall flush the water lines thoroughly before making final water connection to the building. General Contractor shall be responsible for the local building permit. Thoroughly flushing the water lines for AT LEAST 30 MINUTES is critical to ensure that the new code required low-flow fixtures and flush valves that are extremely sensitive to particulate matter in the water will not malfunction.

N. Concrete Slab, Required Independent Testing Laboratory Certification:

1. The prefabricated building slabs special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance.

O. Prefabricated Restroom Building:

1. The City of San Diego has evaluated several prefabricated restroom building suppliers. This bid requires such building be used in lieu of site-built traditional construction because of the unique built-in advantages guaranteed by the design/build firm. This technology includes many new innovations such as non-absorbent concrete; anti-microbial components to reduce health risks; built in vandal resistance design; lowered maintenance and long-term warranties that reduce owner risk for failure. The specifications below are written around this new technology.

P. Mat Engineered Concrete Building Slab/Foundation:

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is water-resistant for life.
2. The building slab/foundation will include the area under the covered entry.
3. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
4. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
5. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
6. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous 1/4" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.
7. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable 3/4" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
8. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall

slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.

9. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
10. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
11. The building system shall be designed for placement on a general contractor site prepared class 2 building subgrade/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

Q. Exterior & Interior Masonry Block Walls

1. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block for structural integrity. All CMU shall be custom-fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The exterior walls shall be 4" thickness per State of California codes or engineering for wind and seismic. The interior walls shall be 4" block to nominally 7'-4" above finished floor and wood-framed with applicable required finishes above for pony and gable walls. A structural steel tubular .188 wall cap beam shall be welded to 5/16" 40,000 kip steel plate embeds, at intervals per the engineer of record, within the masonry wall. Cap beam shall be ZRC primed and painted, color to be selected by owner.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two-part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.

R. Roof System

1. The roof structure shall be 2" x 6" v-joint tongue and groove, kiln-dried decking over 4" x 6" wood rafters at 48" on center, nominal. Decking shall be covered with 5/8" OSB sheathing and ice and water shield membrane with 26 gauge standing seam metal roof, color to be selected by owner from manufacturer's brochure. Building roof rake and fascia shall be wrapped with 16 gauge formed metal, primed and painted. Color to be selected by owner.
2. The roof design shall exceed compliance with local code at 20 PSF live load and wind load "C".

3. The restroom ventilation screens (described in a following section) shall be anchored to the pony walls and vandal resistant. Roof color shall be determined by owner and selected from the color chart by restroom supplier.
4. Roof drainage scupper and downspout shall be custom-fabricated galvanized metal by restroom manufacturer.

S. Interior Finishes:

1. Interior precision CMU block masonry walls (Restroom Only) shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (white) industrial grade enamel. Walls shall be painted white with industrial high solids enamel. Utility chase and storage area shall be natural block finish.
2. Ceiling shall be tongue and groove decking, stain color selected from the color chart by restroom supplier.
3. Restroom/Utility Chase/Storage and Electrical Room floors shall receive a two-part epoxy coating - Laticrete Spartacote XPL with skid-resistant additive. Color to be grey.

T. Exterior Wall Finish, Masonry and Upper Pony Walls

1. The building exterior finish shall be grey precision 4" x 16" CMU to wall height per the exterior elevations in the bid plans. The block shall be covered with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade enamel, color selected by Owner. The upper pony wall area finish shall be sheathed, waterproofed with wrapping, covered with fiber-reinforced cement backerboard, then finished with elastomeric acrylic stucco and painted with two 4 mil layers of industrial high solids, gloss enamel to a 4-mil thickness, painted in a color selected by owner. Drinking fountain alcove shall be covered with 4" x 12" porcelain tile with epoxy grout, color selected by owner from manufacturers brochure.

U. Passive Ventilation System

1. Shall be woven ¼" X 1" X 1", 316T, stainless steel wire mesh set in welded stainless-steel angles attached to the masonry wall with vandal resistant stainless-steel screws, per plans. There shall also be an 8" x 16" aluminum louvered vent in each restroom, located on the chase wall at 9' AFF, nominal, and one in the utility chase and electrical room for ventilation. The storage and electrical room venting shall be a custom-fabricated aluminum louver with screening on the interior, with color to match exterior.

V. Doors and Gates

1. The restroom entry doors shall be custom fabricated, 7' 0" high (with 6" undercut at bottom of door for ventilation and security), 14-gauge steel; reinforced with 14-gauge steel ribs welded at 6" intervals on each face, concealed; reinforced with a welded plate for door closer mounting
2. Doors shall be hung on a single continuous, 1 million cycle, aluminum gear hinge with stainless steel vandal resistant screws at nominal 4" on center. The doors shall weigh nominally 176 lbs each for a 36" X 84" door. Custom fabricated 14-gauge steel door jambs with 4" steel heads shall be welded to the steel cap beam and be solid filled with 3000 psi masonry grout mix. Doors shall be primed and painted with two coats of industrial enamel;

color selected by owner.

3. All exterior entry doors shall have a ¼” thick stainless steel “Z-shaped” anti-microbial pull handles with integral latch guard (out-swinging doors only) and Best 83T (IE7 series cylinder/IC7 series core) commercial series dead bolts. The interior push-plate shall be anti-microbial for public safety and hygiene.
4. The door closer (restroom entry doors only) shall be “LCN” heavy duty #4210 Series, fastened to a structural reinforced door plate per door manufacturer design.
5. Stainless steel vandal resistant fasteners shall be used on all hardware.

W. Specialties

1. All specialty washroom equipment shall be commercial grade stainless steel, fastened securely to walls with vandal resistant stainless-steel screws to avoid removal by vandals as follows:
 2. Toilet paper holders shall be Aslin TPD0250SR-SS, two-roll stainless steel. There shall be two holders installed per City’s specification to meet code. Toilet paper holders shall be attached to block walls with 4 epoxy-bedded vandal resistant stainless-steel fasteners.
 3. There shall be a stainless-steel coat hook fastened to the block wall in each restroom.
 4. Soap dispensers shall be vandal resistant ASI #375 through-the-wall valve mounted integral to lavatory with a stainless-steel tank with built-in soap level float, located inside the utility chase for easy maintenance.
 5. Stainless steel grab bars to code shall be 1 ¼” minimum exposed fastener vandal resistant design and installed at each accessible water closet.
 6. Cast Aluminum California Title-24 compliant signage shall be recessed into block surface flush with masonry exterior and door signs shall be blind fastened with epoxy adhesive and stainless-steel fasteners. Wall signs shall have raised pointed Braille tips. Signage shall comply with AB1732, identifying the restrooms as “All Gender Restrooms.” There shall be signage designating the “Electrical Room” mounted adjacent to the entry door.
 7. Baby-changing stations (Koala Kare Model KB112-01RE) shall be recess-mounted in custom-fabricated 14-gauge stainless steel countertop, per plan with identifying signage on the exterior of the building.
 8. Exterior accessible shower seat shall be Bobrick B-5181

X. Plumbing:

1. Building shall be fully compliant with current with the following codes:
 - a) All applicable State of California Building Codes. Latest edition applicable.
 - b) California Plumbing Code. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
3. WATER PIPING: Shall be type L copper soldered per code above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.
4. WATER PRESSURE GAUGE/VALVE COMBO: install three commercial grade industrial water pressure gauges (one on incoming line, one at pressure regulator valve and one after water filter), isolation ball valves, 150 PSI pressure regulator with wye strainer,

- 10-micron water filter with clear canister, and check valve.
5. **PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS:** All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed hydraulic push-button flush valves, and metered push-button lavatory faucets.
 6. **DWV PIPING:** DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
 7. **REMOVABLE PIPE TRAPS:** all floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. Trap primers for restroom floor drains shall be located in the utility chase. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
 8. **PLUMBING FIXTURES:** Plumbing fixtures shall be 14-gauge, 316 stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with concealed, ADA-compliant, hydraulic push-button type, flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Exterior Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
 - a. Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-9-ADA-PFS
 - b. Water Closet Flush Valve: Zurn ZH6152AV-HET-7L-BG
 - c. Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M-H1
 - d. Lavatory Faucet: Chicago MVP 333-665PSHABCP
 - e. Showers:
 - i. Shower: Acorn Penal Ware 1741-03-M-F 1.6 GPM-FH-LRD-316SS, no soap dish
 - ii. Accessible shower: Acorn Penal Ware 1741ADA-03-M-F 1.6 GPM-FH-LRD-316SS, no soap dish
 9. **FLOOR GRATES:** Removable 350 lbs per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA compliance.
 10. **HOSE BIB:** There shall be one Acorn 8120-CP hose bib provided in the utility chase and one additional exterior hose bib with lockable box, located at each sink alcove.
 11. **MOP SINK:** Mustee-62M; with American Standard 8344.112 faucet and a 3-mop holder mounted to wall.
 12. **HI-LO DRINKING FOUNTAIN:** Shall be Haws 1109.14, 14-gauge, 304 stainless steel.
 9. **BOTTLE FILLER:** Shall be Haws model 1920, 14 gauge, 304 stainless with drip tray, mounted to drinking fountain.
 10. **EMERGENCY EYE WASH STATION:** Shall be Guardian, Model G1814, with tempered water.

Y. Electrical:

1. **GENERAL:** Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. **PANEL/WIRING:** One 200 amp, 120/240v, single-phase, industrial grade Panel Board, Square "D" QO series with 200 main circuit breaker, shall be mounted in the utility chase

- in the restroom building. All breakers shall be bolt-on type, minimum 10,000 A.I.C. RMS (Sym). Wiring shall be copper wire #12 min in EMT piping with compression fittings.
3. PIPING: All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.
 4. HAND DRYER: Shall be concealed, low energy, remote located vandal resistant design. Dryer shall be mounted in the utility chase with only protruding cast metal air nozzles and start switch accessible to the public at exterior lavatory. Dryers shall be 840 watts, low energy consumption. One mounted adjacent to each exterior lavatory.
 5. WATER HEATERS: Exterior lavatories shall have Steibel-Eltron DHC 3-2 located in the utility chase, one for each lavatory (Qty.4). The water to the lavatories shall be tempered. There shall be a Steibel-Eltron DHC 12-E located in the storage room, to service the mop sink and emergency eye wash station.
 6. EXTERIOR LIGHTING: Luminaire YWP610, 15 watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed per plans,
 7. INTERIOR LIGHTING: Luminaire SWP1212, 15 watt, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans (one in each restroom) and shall have integral occupancy sensors. The utility chase shall have three 4' single-tube, 18-watt LED fixture, suitable for wet locations, with a single switch at door entry. The storage room shall have one (1) 4' double-tube, 36-watt LED fixture, suitable for wet locations, with a single switch at door entry. The electrical room shall have a single-tube, 18-watt LED fixture with a single switch at door entry.
 8. LIGHTING CONTROL: All interior restroom lighting shall be controlled by built-in fixture occupancy sensors and 2 bypass switches (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. A single photocell, roof mounted, and shall control all exterior lighting.
- ELECTRICAL OUTLETS: One (1) commercial spec grade duplex outlet shall be located in the utility chase adjacent to the panel and one in the storage room and electrical room, adjacent to the entry door switch.

Z. Shipping Protection

The building, while traveling over roads to the destination may encounter inclement weather or road grime that could require substantial cleaning when it arrives on site. The building shall be shrink-wrapped before transportation and sufficiently strong to arrive at the owner site intact for exterior finish protection. Materials removed on site shall be disposed of and recycled by restroom building install staff.

AA. Certifications

Building shall be certified in compliance with the plan approval by the State of California, Department of Housing and Community Development. The building shall be delivered with an applied insignia; in compliance with all State regulations. The local building authority shall provide site inspections for the underground mechanical piping and final connections, footings, and access issues outside the restroom footprint. Restroom building subcontractor shall also furnish 5-year component/20-year structural warranty and maintenance manuals for the building and components.

END OF SECTION

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes general electrical requirements for all Division 26 work and is supplemental and in addition to the requirements of Division 1. See Division 01 for sequence of work.
- B. It is the intention of this Division of the Specifications and the Contract Drawings to describe and provide for the furnishing, installing, testing and placing in satisfactory and fully operational condition all equipment, materials, devices and necessary appurtenances to provide a complete electrical system. Provide all materials, appliances and apparatus not specifically mentioned herein or shown on the drawings, but which are necessary to make a complete, fully operational installation of all electrical systems shown on the contract drawings or described herein. Connect equipment and devices furnished and installed under other Divisions of this specification (or the Owner) under this Division.
- C. Workmanship shall be of the best quality and competent and experienced electricians shall be employed and shall be under the supervision of a competent and experienced foreman.
- D. The drawings and specifications are complimentary and what is called for (or shown) in either is required to be provided as if called for in both. Where conflicting information occurs within the drawings and specifications or between the drawings and specifications, the more expensive alternative shall be used as a basis for bidding and construction.
- E. Branch Circuit Wiring: Where the drawings identify circuit numbers for items requiring electrical power, but do not indicate the manner of the wiring between the item and its source, the manner of the wiring shall be devised by the contractor utilizing the following provisions:
 - 1. Wire sizes:
 - a. Derate wiring for thermal restrictions imposed by the National Electrical Code.
 - b. If wire sizes are not otherwise indicated, wire sizes shall limit the voltage drop for circuits serving general purpose receptacles(180VA per strap) to less than 3%, based on the receptacle in the circuit that is farthest from the source being utilized with a load of 14 amps at 80% power factor. The following wire sizes and circuit lengths comply with this requirement:
 - 1) #12 up to 90 feet
 - 2) #10 up to 125 feet
 - 3) #8 up to 190 feet
 - c. Wire sizes for other loads shall limit the voltage drop to less than 3% based on the load indicated on the panel schedule.

2. Multiwire circuits: Multiwire circuits shall not be used unless specifically indicated or noted on the drawings. Provide a dedicated neutral conductor for each single pole circuit breaker.
3. Do not combine wiring of different source panels in the same raceway system, unless the panels are interconnected with sub feed or through feed lugs with no intervening disconnecting means.
4. Outlet and junction boxes: Arrange wiring extensions from junction boxes to outlet boxes to restrict the number of wires in an outlet box as required by CEC Article 314.
5. Single tubular raceways extending into panels or switchboards shall not contain more than 20 wires.

1.3 WORK IN OTHER DIVISIONS

- A. See all other specifications for other work which includes but is not limited to:

Conveying Systems

Cutting and Patching

Door Hardware

Fire Protection

Mechanical Systems and Control Wiring

Painting, Refinishing and Finishes

1.4 CODES, PERMITS, INSPECTION FEES

- A. The following codes and standards are referenced in the Division 26 specifications. Perform all work and provide materials and equipment in accordance with the latest referenced codes and standards of the following organizations:
1. American National Standards Institute (ANSI)
 2. National Electrical Manufacturer's Association (NEMA)
 3. National Fire Protection Association (NFPA)
 4. Underwriter's Laboratories (UL)
 5. National Electrical Contractor's Association (NECA)
- B. Install the electrical systems based on the following:
- | | |
|-----|---|
| CEC | California Electrical as adopted and amended by the Local Jurisdiction. |
| IBC | International Building Code as adopted and amended by the Local Jurisdiction. |
- C. The referenced codes establish a minimum level of requirements. Where provision of the various codes conflict with each other, the more stringent provision shall govern. If any conflict occurs between referenced codes and this specification, the codes are to govern. Compliance with code requirements shall not be construed as relieving the Contractor from complying with any requirements of the drawings or specifications which may be in excess of requirements of the governing codes and rules and not contrary to same.

- D. Obtain and pay for all licenses, permits and inspections required by laws, ordinances and rules governing work specified herein. Arrange for inspection of work by the inspectors and give the inspectors all necessary assistance in their work of inspection.

1.5 COORDINATION

- A. Coordination during the bidding and pricing aspects of the contract includes determining where the work of other Divisions relies on the work of this Division for electricity and including the electrical system to match the requirements.
- B. Coordinate work with that of the other Contractors and/or other trades doing work on the project. Examine all drawings and specifications of other trades for construction details and coordination. Make every reasonable effort to provide timely notice of work affecting other trades to prevent conflicts or interference as to space requirements, dimensions, openings, block-outs, sleeving or other matters which will cause delays or necessitate work-around methods.
- C. Obtain submittals and shop drawings of all equipment with electrical connections furnished under other divisions of the specification and by the Owner. Provide all wiring in accordance with specific equipment requirements. Immediately advise the Architect of any changes which may affect the contract price.
- D. Special attention is called to the following items. Coordinate all conflicts prior to installation:
 - 1. Door swings such that switches will be located on the "strike" side of the door.
 - 2. Location of grilles, pipes, sprinkler heads, ducts and other mechanical equipment so that all electrical outlets, lighting fixtures and other electrical outlets and equipment are clear from and in proper relation to these items.
 - 3. Location of cabinets, counters and doors so that electrical outlets, lighting fixtures and equipment are clear from and in proper relation to these items.
 - 4. Recessing and concealing electrical materials in CMU walls, concrete construction and precast construction.
 - 5. At each switchboard, panelboard and motor control center location the Contractor shall monitor the work of all trades to assure that the space and clearance requirements of code are met.
 - 6. Review specifications for other Divisions of the work to determine where other Divisions are requiring electrical connections. Verify electrical provisions shown on contract drawings by examining shop drawing submittals of other Divisions prior to submission to the owner. Do not proceed with ordering of supporting electrical equipment, such as circuit breakers, until electrical characteristics are verified. Proceed with rough-in only after verification of shop drawings.
- E. Digital format copies of bid drawings will be furnished to the successful bidder. Augment bid documents with additional information to ensure coordination between trades. Provide digital format electrical systems drawings showing all ceiling devices, fixtures, raceways and cable tray locations and routing to mechanical contractor to be used for coordination drawings provided by mechanical contractor. Include dimensions and elevations of devices, fixtures, raceway and cable tray.
- F. Furnish, install and place in satisfactory condition all raceways, boxes, conductors and connections and all other materials required for the electrical systems shown or noted in the

contract documents to be complete, fully operational and fully tested upon completion of the project. Raceways, boxes and ground connections are shown diagrammatically only and indicate the general character and approximate location. The layout does not necessarily show the total number of raceways or boxes for the circuits required, nor are the locations of indicated runs intended to show the actual routing of the raceways.

Where routings of major raceways and telecommunication pathways are indicated on plan sheets, the routing information supplements the information on diagrams. If no routing information is shown, route the systems in a manner that will coordinate with new and existing infrastructure and the work of other trades.

- G. The horsepower of motors and apparatus wattage's shown on the drawings are estimated requirements of equipment furnished under other Divisions of this contract. Provide overload elements to suit actual equipment nameplate current. Advise Architect of any equipment changes or substitutions affecting electrical systems.
- H. Consult the architectural drawings for the exact height and location of all electrical equipment not specified herein or shown on the drawings. Make any minor changes (less than 6'-6" horizontal) in the location of the raceways, outlets, boxes, devices, wiring, etc., from those shown on the drawings without extra charge, where coordination requires or if so directed by the Architect before rough-in.
- I. Provide inserts or sleeves for outlet boxes, conductors, cables and/or raceways as required. Coordinate the installation thereof with other trades.
- J. The Contractor will not be paid for relocation of work, cuttings, patching and finishing required for work requiring reinstallation due to lack of coordination prior to installation.

1.6 WARRANTY

- A. Refer to General Conditions of the Contract.

1.7 CORRECTION OF WORK

- A. Within one year after the date of Substantial Completion of the work, the Contractor shall correct any work found to be not in conformance with the Contract Documents promptly after written notice from the owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive acceptance of the work under this Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

1.8 MATERIAL AND LABOR ALLOWANCE

- A. Provide a material and installation allowance for additions or modifications directed by the Owner. As the work progresses it may become necessary to modify or add to portions of the electrical systems. Examples may be additional receptacles, creation of a small office space in an unfinished part of the building, resolving a hidden condition, or adding some work as part of a response to a contractor's request for information.

- B. The electrical material and installation allowance shall appear as a line item on the Schedule of Values. This allowance is independent of any other allowance or requirement for work listed elsewhere in this contract. This material and labor allowance is independent of and in addition to any requirements for similar work identified on the drawings.
- C. The allowance will not be used for electrical work in areas that have received their final architectural finish, unless the electrical work will not affect the finish. The units under this allowance shall include all direct and indirect, as well as supportive costs of work from other trades.
- D. If the additions or modifications are needed for items that are not specifically listed, an equivalent value will be negotiated for items that are on the list, or at the Owner's discretion, a change order will be issued. If after substantial completion of the work there are remaining quantities of items which are unused the Owner may direct that the material portion of the items be turned over to the Owner, or negotiate a credit to the contract.
- E. The contractor shall create an Excel software based spreadsheet for tracking the usage of materials in this allowance. For each item identify the mechanism used to detract materials from the allowance (RFI #, etc.) the quantity of the allowance used, and the quantity remaining. Usage shall be as directed by the Owner, or as negotiated.

1.9 CHANGE ORDERS

- A. Comply with the requirements of Division 1.
- B. Material pricing shall be based on competitive market conditions and include contractor net discounting. "List" or "book" pricing of material will not be accepted. Upon request, demonstrate that pricing is competitive by furnishing quotes from competing vendors or distributors.
- C. Labor units shall be based on standard publications such as NECA or RS Means, using standard (not "change order") construction production. Where the change order requires additional work that is not normally part of the construction process, separately itemize the work and identify specific inefficiencies.
- D. Labor pricing shall include an average of the journeyman and apprentice labor classification rates used to perform the work.

1.10 SUBMITTALS AND SHOP DRAWINGS

- A. Submittals and Shop Drawings: Schedule so as not to delay construction schedule and no later than 60 days after award of contract, submit common brochure(s) with index and divider tabs by specification section, containing all required catalog cuts. Allow two weeks for review for each submittal and resubmittal. Incomplete submittals and shop drawings which do not comply with these requirements will be returned for correction, revision and resubmittal. Provide submittals for each product proposed for the project. See General Conditions for format, quantity, etc.
- B. Submit electronically, compiled by Specification Section. Submittals shall show:
 - 1. Indicate listing by UL or other approved testing agency.

2. Highlight with yellow or box in red adequate information to demonstrate materials being submitted fully comply with contract documents.
 3. Review and check all material prior to submittal and stamp "Reviewed and Approved".
- C. Shop drawings shall show:
1. Ratings of items and systems.
 2. How the components of an item or system are assembled, interconnected, function together and how they will be installed on the project.
 3. System layout floor plans with complete device layout, point-to-point wiring connection between all components of the system, wire sizes and color coding.
 4. Riser diagrams showing vertical wiring between components.
 5. Line diagrams and or logical/control schematics including interface to other systems as applicable. Provide point to point wiring diagrams, indicate terminal identification at item of equipment. Typical diagrams may be used when accompanied by wire schedules that are specific to each product.
 6. Coordinate with other division shop drawings and submittals. Identify interface points and indicate method of connection.
 7. Electrical rooms: Submit 1/2" = 1'0" detail plans and wall elevations of each room showing actual size of equipment in place. Identify coordinating elements such as structural beams or mechanical systems. Submittals shall show coordination among all suppliers of equipment, including power components, fire alarm, racks, nurse call, public address, security, etc. Submit room layouts at same time as material submittals, and prior to installation of any equipment.
 8. List of all Division 23 equipment noting actual rating of equipment that will be installed. For discrepancies between the requirements of the proposed equipment and the equipment provisions indicated on the drawings, indicate the contractor's proposed no cost change to the electrical system to accommodate the submitted equipment.
- D. Release of Drawing Data files
1. Contractor may request to utilize the project drawing data files for assistance in producing shop drawings. Request shall be made by signing owner/design team's requested documentation for release of the data files.
- E. The Contractor agrees:
1. Submittals and shop drawings processed by the Architect are not change orders.
 2. The purpose of submittals and shop drawings by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept.
 3. Submittals demonstrate equipment and material Contractor intends to furnish and install and indicate detailing fabrication and installation methods Contractor intends to use.
 4. To accept all responsibility for assuring that all materials furnished under this Division of the specifications meet, in full, all requirements of the contract documents.
 5. To pay for Engineers review cost of submittal review beyond one resubmittal.
- F. The Engineer's review is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Corrections or comments made during this review do not relieve contractor from compliance with the requirements of the drawings and specifications. Contractor is responsible for: Dimensions which shall be confirmed and correlated at the job site; fabrication process and techniques of construction; coordination of his work with that of all other trades; performing his work in a safe and satisfactory manner.

- G. Submittals and shop drawings are required per the submittals schedule at the end of this Section.

1.11 PROJECT CLOSE-OUT

- A. Coordinate with close-out provisions in Division 01 - General Requirements.
- B. Request For Final Punchlist
 1. To request a final electrical punch list, notify the architect that the electrical work on this project is complete, all punch list items to date are complete, items a. - n. in the Punchlist Procure paragraph in Section 260500 - Common Work Results For Electrical are complete and the project is ready for final punch list observation."
 2. Project Punchlist Procedure: Perform the following procedures for project closeout of electrical portions of work.
 - a. Provide engraved nameplates on electrical equipment.
 - b. Refinish electrical equipment finishes which are damaged.
 - c. Clean light fixtures per Section 260500 - Common Work Results For Electrical.
 - d. Color code junction boxes per Section 260533 - Raceways and Boxes For Electrical Systems.
 - e. Insert word processed (typed) Panel Schedules in all new and existing panelboards with actual "as-built" circuit descriptions.
 - f. Number all circuit breakers.
 - g. Obtain final electrical permit inspection. Include copies in O & M manual.
 - h. Provide written warranty in O & M per the General Conditions of the Contract.
 - i. Furnish Record Drawings per this section. Obtain signature on Job Completion Form.
 - j. Furnish O & M Manuals per this section. Obtain signature on Job Completion Form.
 - k. Give instruction periods to owner's personnel per this section. Obtain signature on Job Completion Form.
 - l. To request final acceptance of project, fill out Job Completion Form in this section and forward to Architect. Note: If inspectors have not signed form, a copy of signed-off permits will suffice.
 - m. Include with Job Completion Form, a copy of the final punch list with the word "DONE", and the date and Contractor's initials after each item on the list.

1.12 ELECTRICAL EQUIPMENT OPERATION AND MAINTENANCE (O&M) MANUALS

- A. Provide O&M manuals required in Division 01 - General Requirements for all equipment furnished under Division 26 - Electrical of the specifications. Submit a preliminary copy, complete except for the bound cover, 60 days prior to completion of the project for checking and review. Deliver final bound corrected copies as noted in Division 1 - General Requirements 20 days prior to scheduled instruction periods. Obtain a receipt for the manuals and forward a copy of the receipt to the Engineer with the Job Completion Form.
- B. The information included must be the exact equipment installed. Where sheets show the equipment installed and other equipment, the installed equipment shall be neatly and clearly identified on such sheets.

- C. These O&M manuals shall contain all the information needed to operate and maintain all systems and equipment provided in the project. Present and arrange information in a logical manner for efficient use by the Owner's operating personnel. The information provided shall include but not be limited to the following:
1. Equipment manufacturer, make, model number, size, nameplate data, etc.
 2. Description of system configuration and operation including component identification and interrelations. A master control schematic drawing(s) may be required for this purpose.
 3. Dimensional and performance data for specific unit provided as appropriate.
 4. Manufacturer's recommended operation instructions.
 5. Manufacturer's recommended lubrication and servicing data including frequency.
 6. Complete parts list including reordering information, recommended spares and anticipated useful life (if appropriate). Parts lists shall give full ordering information assigned by the original parts manufacturer. Relabeled and/or renumbered parts information as reassigned by equipment supplier not acceptable. Include the parts list and part diagram that was included with the product's packaging, note that a "catalog cut" will not meet this criterion.
 7. Shop drawings.
 8. Wiring diagrams.
 9. Signal equipment submittals shall contain step-by-step circuit description information designed to acquaint maintenance personnel with equipment operation in each mode of operation.
 10. A complete list of local (nearest) manufacturer representative and distributor contacts for each type of equipment and manufacturer. Include name, company, address, phone, fax, e-mail address, and web site.
- D. Furnish complete wiring diagrams for each system for the specific system installed under the contract. "Typical" line diagrams will not be acceptable unless revised to indicate the exact field installation.
- E. Group the information contained in the manuals in an orderly arrangement by specification index. Provide a typewritten index and divider sheets between categories with identifying tabs. Bind the completed manuals with hard board covers not exceeding 5" thick. (Provide two or more volumes if required.) Signal and communication systems shall be in separate volumes. Imprint the covers with the name of the job, Owner, Architect, Electrical Engineer, Contractor and year of completion. Imprint the back edge with the name of the job, Owner and year of completion. Hard board covers and literature contained may be held together with screw post binding.

1.13 INSTRUCTION PERIODS

- A. After substantial completion of the work and 20 days after the O&M manuals have been delivered to the owner and after all tests and final inspection of the work by the Authority(s) Having Jurisdiction; demonstrate the electrical systems and instruct the Owner's designated operating and maintenance personnel in the operation and maintenance of the various electrical systems. The Contractor shall arrange scheduled instruction periods with the Owner. The Contractor's representatives shall be superintendents or foremen knowledgeable in each system and suppliers representatives when so specified. When more than one training session is specified, the second session shall be 30 to 90 days after the first as agreed to by the Owner.

- B. Include in each instruction session an overview of the system, presentation of information in maintenance manuals with appropriate references to drawings. Conduct tours of the building areas with explanations of maintenance requirements, access methods, servicing and maintenance procedures, equipment cleaning procedures and adjustment locations.
- C. Include the following scheduled instruction periods:
- | | 1 st Session | 2 nd Session |
|--------------------------------------|-------------------------|-------------------------|
| 1. Power Distribution System | 4 hours | 4 hours |
| 2. Lighting Control & Dimming System | 4 hours | 4 hours |
- D. Factory trained suppliers representatives shall provide instruction for lighting control/dimming.
- E. Provide one professionally produced digitally recorded or video tape of each training session in DVD format. Furnish two (2) copies to the owner.

1.14 RECORD DRAWINGS

- A. Record drawings shall be kept on: the contract drawings, shop drawings indicating field wiring, vendor diagrams indicating field wiring, and similar documents.
- B. Continually record the actual electrical system(s) installation on a set of prints kept readily available at the project during construction. These prints shall be used for this purpose alone.
1. Mark record prints with red erasable pencil. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown.
 2. Accurately locate with exact dimensions all underground and underslab raceways and stub-outs.
 3. Note changes of directions and locations, by dimensions and elevations, as utilities are actually installed.
 4. Include addenda items and revisions made during construction.
 5. Erase conditions not constructed or "X-out" and annotate "not constructed" to clearly convey the actual "as constructed" condition.
 6. Organize record drawings sheets in manageable sets, bind and print suitable titles, dates and other identification on the cover of each set.
 7. Where "typical" wiring diagrams were used during submittals the record drawings shall indicate exact point to point wiring with exact terminal number designations.
- C. Transmit the record drawing set to the Architect at the completion of the work. Final payment to the contractor will not be authorized until these prints have been submitted to and accepted by the Architect.

1.15 FINAL ACCEPTANCE REQUEST

- A. Submit to the Architect, a Division 26 Job Completion Form (form attached in this section) properly filled out prior to the time final acceptance of the electrical work is requested.

1.16 ABBREVIATIONS AND DEFINITIONS

- A. When the following abbreviations and definitions are used in relation to the work for Division 26 they shall have the following meanings:

<u>Item</u>	<u>Meaning</u>
AHJ	Authority Having Jurisdiction.
Boxes	Outlet, Junction or Pull Boxes.
CEC	California Electrical Code
Code	All applicable codes currently enforced at project location.
Compression	Compressed using a leveraged powered (hydraulic or equivalent) crimping tool.
Connection	All materials and labor required for equipment to be fully operational.
Exterior Location	Outside of or penetrating the outer surfaces of the building weather protective membrane.
Fully Operational	Tested, approved, and operating to the satisfaction of the AHJ, manufacturer and contract documents.
Furnish	Deliver to the jobsite
Install	To enter permanently into the project and make fully operational.
Kcml	Thousand circular mils (formerly MCM).
Mfr.	Manufacturer.
NIC	Not in Contract.
Noted	Shown or specified in the contract documents.
Provide	Furnish and install.
Required	As required by code, AHJ, contract documents, or manufacturer for the particular installation to be fully operational.
Shown	As indicated on the drawings or details.
Wiring	Raceway, conductors and connections.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All materials and equipment installed shall have been tested and listed by Underwriters Laboratories or other approved testing organization and shall be so labeled unless otherwise permitted by the Authority Having Jurisdiction (Inspector).
- B. All materials to be new, free from defects and not less than quality herein specified. Materials shall be designated to insure satisfactory operation and operational life in the environmental conditions which will prevail where they are being installed.
- C. Each type of materials furnished shall be of the same make, be standard products of manufacturers regularly engaged in production of such materials and be the manufacturer's latest standard design.
- D. All materials, equipment and systems furnished that include provisions for storing, displaying, reporting, interfacing, inputting, or functioning using date specific information shall perform properly in all respects regardless of the century. Any interface to other new or existing materials, equipment or systems shall function properly and shall be century compliant, both in regards to information sent and received.

2.2 SUBSTITUTION OF MATERIALS

A. No Substitute:

Where a specified product is indicated "no substitute", it is the intent of this specification to require new materials to be compatible with the existing installation or as specifically requested by the owner. To this end certain materials and systems no substitution will be allowed.

B. Prior to Bid Opening:

Acceptance of products other than those specified will be issued by addendum to the bid documents only after the following requirements are met and the proposed listed material is determined to meet or exceed the requirements:

1. Requests for listing to be original material, clearly indicating the product fully complies with contract documents and be neatly marked with yellow felt tip marker to clearly define and describe the product for which listing is requested.
2. Include certified laboratory test report for lighting fixtures.
3. Samples shall be submitted if requested.
4. Requests shall be received 10 days prior to bid opening.
5. Requests containing insufficient information to confirm compliance with contract documents will not be considered.

C. After Award of Contract:

Substitution of products will be considered after award of contract only under the following conditions:

1. The Contractor shall have placed orders for specified materials promptly after contract is awarded and the specified products cannot be delivered to the project to meet the Owner's construction schedule.
2. The reason for the unavailability is beyond the Contractor's control, i.e., due to strikes, bankruptcy, discontinuance of manufacturer, acts of God.
3. The specified product is no longer manufactured.
4. There is compelling economic advantage to the Owner.

D. In all cases, should a substituted material result in requiring electrical system or building modifications; the Contractor alone shall pay all costs to provide these modifications including all costs to the Engineer and Architect for redesign, and updating of record drawings required to accommodate the required modifications.

2.3 NAMEPLATES

A. Provide nameplates per Section 260553 - Identification for Electrical Systems.

PART 3 - EXECUTION

3.1 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft. Handle

all equipment carefully to prevent damage, breakage, denting, and scoring of finishes. Do not install damaged equipment.

- B. Store products subject to damage by the elements above ground, undercover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instruction.

3.2 CUTTING BUILDING CONSTRUCTION

- A. Obtain permission from the Architect and coordinate with other trades prior to cutting. Locate cuttings so they will not weaken structural components. Cut carefully and only the minimum amount necessary. Cut concrete with diamond core drills or concrete saws except where space limitations prevent the use of such tools.
- B. All construction materials damaged or cut into during the installation of this work must be repaired or replaced with materials of like kind and quality as original materials by skilled labor experienced in that particular building trade.

3.3 PENETRATION OF BUILDING ELEMENTS

- A. General:
 - 1. Penetrations of building elements by electrical systems shall not compromise the performance and integrity of the building element (structural, fire, smoke, waterproof, etc.)
- B. Fire and smoke rated elements:
 - 1. Electrical penetrations of fire and smoke rated floor and wall assemblies shall maintain fire-resistance or smoke barrier rating of the assembly.

3.4 PAINTING

- A. Items furnished under this Division that are scratched or marred in shipment or installation shall be refinished with touchup paint selected to match installed equipment finish.

3.5 EQUIPMENT CONNECTION

- A. For equipment furnished under this or other Divisions of the specifications, or by owner, provide all electrical connections necessary to serve such equipment and provide required control connections to all equipment so that the equipment is fully operational upon completion of the project. Investigate existing equipment to be relocated and provide new connections as required.
- B. Contract Coordination: Investigate vendor equipment proposed for installation and address and integrate the following into the construction process:
 - 1. Special equipment requirements identified in shop drawings or submittals.

2. Equipment requirements for distribution system performance, for example, an external disconnect switch or fused disconnect switch to provide compliance with a governing code, a short circuit current rating, or a listing.
- C. Obtain rough-in requirements for equipment furnished under other divisions of this specification prior to roughing-in.

3.6 HOUSEKEEPING PADS

- A. Provide steel reinforced concrete housekeeping pad under each free standing electrical equipment. Size 4" greater (horizontal minimum) than base of equipment mounted thereon. Minimum height 3-1/2". Use 3000-psi (20.7-Mpa), 28 day compressive strength concrete and reinforcement. Chamfer edges and finish smooth with all blockouts square and plumb.
- B. When housekeeping pad is poured on previously poured concrete or is for engine or motor driven equipment, the pad shall be reinforced (4# rebar, 12" o.c., both ways) and the rebar shall be tied to the existing floor via #4 rebar epoxy grouted into the existing concrete on 18" centers or other acceptable means. The existing slab shall be thoroughly cleaned and prepared for the pad just before the pour.

3.7 CLEAN UP

- A. Contractor shall continually remove debris, cuttings, crates, cartons, etc., created by his work. Such clean up shall be done daily and at sufficient frequency to eliminate hazard to the public, other workmen, the building or the Owner's employees. Before acceptance of the installation, Contractor shall carefully clean cabinets, panels, lighting fixtures, wiring devices, cover plates, etc., to remove dirt, cuttings, paint, plaster, mortar, concrete, etc. Blemishes to finished surfaces of apparatus shall be removed and new finish equal to the original applied.
1. Wipe surfaces of electrical equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 2. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent, high pressure sodium, metal halide, and mercury vapor fixtures to comply with requirements for new fixtures.

3.8 TESTING AND DEMONSTRATION

- A. Demonstrate that all electrical equipment operates as specified and in accordance with manufacturer's instructions. Perform tests in the presence of the Architect, Owner or Engineer. Provide all instruments, manufacturer's operating instructions and personnel required to conduct the tests. Repair or replace any electrical equipment that fails to operate as specified and or in accordance with manufacturer's requirements.

DIVISION 26 ELECTRICAL JOB COMPLETION FORM

PROJECT NAME:

PROJECT _____

LOCATION: _____

DATE: _____

A. Electrical Inspectors Final Acceptance (Copy of certificate attached.)

Name	Agency	Date
B. Fire Marshal's Final Acceptance of Fire Alarm System (Copy of certificate attached.)		

Name	Agency	Date
C. The following systems have been demonstrated to Owner's representative.		

1. Power Distribution System	Owner's Rep.	Date
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2. Lighting Control & Dimming System	Owner's Rep	Date
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D. Record Drawings
Attached Transmitted previously to _____
Date

E. O & M Manuals
Attached Transmitted previously to _____

F. Test Reports
Attached Transmitted previously to _____
Date

G. The work is complete in accordance with contract documents and authorized changes except for

_____ and the architect/engineer's representative is requested to meet with

_____ at _____ on _____
Supervisor of Electrical Work Time Date

Contractors Rep. Signature Date

DIVISION 26 SUBMITTAL LIST

SECTION	DESCRIPTION	SUBMIT RECEIVE DATE	STATUS
260500	COMMON WORK RESULTS FOR ELECTRICAL		
260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS		
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS		
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING		
260548	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS		
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS		
260923	LIGHTING CONTROL DEVICES		
262416	PANELBOARDS		
262726	WIRING DEVICES		
265100	INTERIOR LIGHTING		

END OF SECTION 260500

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire.
2. Nonmetallic underground conduit with conductors, Type NUCC.
3. Connectors and splices.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cerro Wire LLC.
 2. General Cable; General Cable Corporation.
 3. Southwire Company.
 4. Or Equal.
- B. Standards:
 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

- C. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- D. Conductor Insulation:
 - 1. Type THWN-2: Comply with UL 83.

2.2 NONMETALLIC UNDERGROUND CONDUIT WITH CONDUCTORS, TYPE NUCC

- A. Description: A factory assembly of conductors or cables inside a nonmetallic, smooth wall raceway with a circular cross section.
- B. Applicable Standards:
 - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 - 2. General Characteristics:
 - a. Reference Standards: UL 1990.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. 3M.
 - 2. Ideal Industries, Inc.
 - 3. O-Z/Gedney; a brand of Emerson Industrial Automation.
 - 4. Or Equal.
- C. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: Two hole with standard barrels.
 - 3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders:

1. Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper for feeders smaller than No. 4 AWG; copper or aluminum for feeders No. 4 AWG and larger. Conductors must be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits:

1. Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
2. Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway.
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION, GENERAL

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inch of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.

3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
 - 2. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.

- 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
- B. Cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
 1. Procedures used.
 2. Results that comply with requirements.
 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.4 INFORMATIONAL SUBMITTALS

- A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
 - 2. Ground rings.
- B. Qualification Data: For qualified testing agency and testing agency's field supervisor.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals. Include the following:
 - a. Tests shall determine if ground-resistance or impedance values remain within specified maximums, and instructions shall recommend corrective action if values do not.
 - b. Include recommended testing intervals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member Company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Conductors: ASTM B 33.
 4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
 5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
 7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
 1. Pipe Connectors: Clamp type, sized for pipe.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Bus-bar Connectors: Mechanical type, cast silicon bronze, solder less compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet in diameter.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Provide all grounding and bonding required by NFPA 70, as adopted by the local authority having jurisdiction. Detailed aspects of code requirements for grounding and bonding may not be indicated within the contract documents, however, all aspects of code compliance are the responsibility of the contractor.
- B. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- C. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
- D. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.
- E. Grounding Bus: Install in electrical and telephone equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
 - 1. Install bus on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
 - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down to specified height above floor; connect to horizontal bus.
- F. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insu-

lating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, nonshrink grout.

- C. Pad-Mounted Transformers: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 6 inches from the foundation.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- D. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

- E. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart. Bond rods together.
- F. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each transformer, extending around the perimeter of the transformer.
 - 1. Install bare copper conductor not less than No. 3/0 AWG for ground ring and for taps to building steel.
 - 2. Bury ground ring not less than 24 inches from building's foundation.
- G. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70; use a minimum of 20 feet of bare copper conductor not smaller than No. 4 AWG.
 - 1. If concrete foundation is less than 20 feet (6 m) provide ufer extension.
 - 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts. Extend grounding conductor below grade and connect to building's grounding grid or to grounding electrode external to concrete.

3.5 LABELING

- A. Comply with requirements in Division 26 Section "Identification for Electrical Systems" Article for instruction signs. The label or its text shall be green.
- B. Install labels at the telecommunications bonding conductor and grounding equalizer and at the grounding electrode conductor where exposed.
 - 1. Label Text: "If this connector or cable is loose or if it must be removed for any reason, notify the facility manager."

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal,. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

- E. Report measured ground resistances that exceed the following values:
 - 1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 25 ohms.
- F. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

3.7 GROUND RODS

- A. Provide as shown and/or required. Connect the grounding conductor to each rod.

3.8 SIZE OF GROUND WIRE

- A. As required by National Electric Code. Where ground wire is exposed to physical damage protect with rigid non-ferrous conduit as permitted by applicable code.

3.9 GROUND CONNECTION OF PIPING

- A. Metal internal piping shall be grounded, as a part of this contract.

3.10 CONNECTION TO THE POWER GROUND BUS

- A. Furnish and install connections in accordance with the codes; including but not limited to:
 - 1. Raceway system
 - 2. Switchboard
 - 3. Service neutral
 - 4. "Separately derived system" (transformer or emergency power supply)
 - 5. Electrically operated equipment and devices.
- B. No device or equipment shall be connected for electrical service which has a neutral conductor connected to a grounding conductor or to the frame within the device or equipment.

3.11 METHOD OF CONNECTIONS

- A. Make all ground connections and ground cable splices by thermal welding or copper compression set type connectors U.L. listed for grounding purposes. Grounding lugs, where provided as standard manufacturer's items on equipment furnished, may be used.

3.12 EXPANSION FITTINGS

- A. In conduit runs requiring an expansion fitting, a bonding jumper shall be installed around the fitting to maintain continuous ground continuity.

3.13 GROUND CABLE CROSSING EXPANSION JOINTS

- A. Ground cables crossing expansion joints or similar separations in structures or paved areas shall be protected from damage by means of suitable approved devices or methods of installation which will provide the necessary slack in the cable across the joint to permit movement. Stranded or other approved flexible copper run or jumper shall be used across such separations.

3.14 GROUNDING FOR PANELBOARD FEEDERS

- A. Provide a grounding bushing with ground conductor sized in accordance with CEC table 250.122 to the grounding bus in the panelboard and switchboards.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.
 - 2. Concrete bases (housekeeping pads) for electrical equipment.

1.3 REFERENCES

- A. ASTM A325: American Society for Testing and Materials - Standard Specification for Structural Bolts.
- B. ASTM A603: American Society for Testing and Materials - Standard Specification for Zinc-Coated Steel Structural Wire Rope.
- C. IBC: International Building Code. as adopted and amended by local jurisdiction.
- D. ICC: International Code Council.
- E. MFMA-3: Metal Framing Manufacturers Association's Metal Framing Standards Publication.
- F. MSS SP-58: Manufacturers Standardization Society of the Valve and Fittings Industry Standard for Pipe Hangers and Supports - Materials, Design, and Manufacture.
- G. NECA 1: National Electrical Contractors Association Standard Practices for Good Workmanship in Electrical Contracting.

1.4 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.5 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, registered in the same state as the project, using appropriate performance requirements and design criteria.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents plus 25% spare space capacity.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

1.6 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
 - 3. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and associated structural calculations for the following:
 - a. Trapeze hangers. Include Product Data for components.
 - b. Steel slotted channel systems. Include Product Data for components.
 - c. Nonmetallic slotted channel systems. Include Product Data for components.
 - d. Equipment supports.

1.7 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.8 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with California Electrical Code.

1.9 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
 - h. Or Equal.
 2. Finishes:
 - a. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4. . Fitting and accessories - PVC coated or stainless steel where PVC coated is not available
 3. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, vinyl ester resin channels and angles
1. Manufacturers:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 2. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 3. Fitting and Accessory Materials: Same as channels and angles.
 4. Rated Strength: Selected to suit structural loading and applicable seismic forces.
- C. Raceway and Cable Supports: As described in NECA 1.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.

- 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
- 3) MKT Fastening, LLC.
- 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
5. Toggle Bolts: All-steel springhead type.
6. Hanger Rods: Threaded steel.

2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.

PART 3 - EXECUTION

3.1 SUPPORT INSTALLATION -GENERAL

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 50% of load.
- C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 1. To Wood: Fasten with lag screws or through bolts.
 2. To New Concrete: Bolt to concrete inserts or use expansion anchor fasteners.
 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 4. To Existing Concrete: Expansion anchor fasteners.
 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or

- greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 7. To Light Steel: Sheet metal screws.
 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

3.2 HANGERS AND SUPPORTS FOR RACEWAYS

- A. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by California Electrical Code. Minimum rod size shall be 1/4 inch in diameter.
- B. Suspended ceiling systems: Do not attach raceways to ceiling suspension system hangers.
- C. Raceways 3/4" (20mm) and smaller serving equipment located within ceiling cavity or mounted on or supported by the ceiling grid system may be supported by dedicated #12 ga. galvanized, soft annealed mild steel wire hangers. Two raceways maximum per hanger. Attach raceways to wires with clips manufactured for the purpose.
- D. Raceways 1" and larger: Provide lay-in pipe hangers on 1/4" (6mm) or larger all threaded rods attached to metal ceiling inserts or to structural members at not greater than spacing noted above and within 36" of each change in direction.
- E. Multiple Raceways or Cables: When more than two raceways will use the same routing, group together on a channel trapeze support system supported by threaded rods attached to metal ceiling inserts or structural members. Size supports for multiple raceways for 25% future capacity. Trapeze shall be sized in accordance with SMACNA Guidelines with conduit weight taken to be as listed for same size pipe filled of water.
 1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- F. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in CEC.

3.3 SUPPORT FOR LIGHT FIXTURES

- A. Surface mounted type fixtures less than 50 pounds installed on suspended ceilings: Provide metal carrying channels above suspended ceiling spanning between ceiling support channels. Attached fixture through ceiling to carrying channels. In addition, provide for each light fixture **four** #14 earthquake chains or #12 wires installed taut from metal carrying channels to structural members above suspended ceiling.

- B. Surface mounted type fixtures less than 20 pounds installed on suspended ceilings: Provide support frame above suspended ceiling. Attached fixture through ceiling to support frame. In addition, provide for each light fixture two #14 earthquake chains or #12 wires secured located at diagonally opposite fixture corners of plaster frame secured to structural members above suspended ceiling.
- C. Surface mounted type fixtures less than 50 pounds designed to be supported from fixture junction box:
 - 1. Provide hanger bars between structural members. Attach junction box directly to hanger bars.
 - 2. Attach heavy formed steel straps to the outlet box by means of threaded stems with locknuts, or directly to the outlet box where the light fixture is specifically so designed. Support junction box from structure with 1/4" threaded rod.
- D. Pendant mounted type fixtures less than 50 pounds:
 - 1. For fixtures with rigid pendants, provide swivel ball aligners at canopy.
 - 2. Where mounted below suspended ceiling, support fixture from structural members above ceiling by means of minimum 1/4" threaded stems with locknuts.

3.4 SUPPORT FOR TRANSFORMERS

- A. Floor mounting
 - 1. Provide concrete base (housekeeping pad).
 - 2. Secure transformer to floor with bolts having pull-out rating equal to the weight of the transformer or greater. All attachment nuts to have split and flat washer.

3.5 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

3.6 CONCRETE BASES

- A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.
- B. Use 3000-psi, 28-day compressive-strength concrete.
- C. Anchor equipment to concrete base.
 - 1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - 3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

3.7 COATINGS

- A. Touchup: Clean field cuts, field welds and abraded areas of PVC, Epoxy and Acrylic coated products. Re-coat exposed areas immediately after erecting hangers and supports. Follow manufacturer's instructions for repair of coated products.
- B. Hot Dip Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Nonmetal conduits, tubing, and fittings.
 - 3. Metal wireways and auxiliary gutters.
 - 4. Boxes, enclosures, and cabinets.
 - 5. Handholes and boxes for exterior underground cabling.
- B. Related Sections
 - 1. Section 260529 - Hangers and Supports for Electrical Systems
 - 2. Section 260543 - Underground Ducts and Raceway Systems
 - 3. Section 260544 - Sleeves and Sleeve Seals for Electrical Raceways and Cabling
 - 4. Section 260548 - Vibration and Seismic Controls for Electrical Systems

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. FMC: Flexible metal conduit
- D. GRC: Galvanized rigid steel conduit.
- E. LFMC: Liquidtight flexible metal conduit.
- F. LFNC: Liquidtight flexible nonmetallic conduit.
- G. RNC: Rigid nonmetallic conduit.
- H. RTRC: Reinforced Thermosetting Resin Conduit

1.4 REFERENCES

- A. American National Standards Institute (ANSI)

- B. National Electrical Manufacturers Association (NEMA)
- C. Underwriters Laboratories, Inc. (UL)
- D. National Fire Protection Association (NFPA)
- E. California Electrical Code (CEC)

1.5 ACTION SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For the following raceway components. Include plans, elevations, sections, and attachment details, and attachments to other work.
 - 1. Custom enclosures and cabinets.
 - 2. For handholes and boxes for underground wiring, including the following:
 - a. Duct entry provisions, including locations and duct sizes.
 - b. Frame and cover design.
 - c. Grounding details.
 - d. Dimensioned locations of cable rack inserts, and pulling-in and lifting irons.
 - e. Joint details.

1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with work of other trades, using input from installers of items involved:
 - 1. Structural members in paths of conduit groups with common supports.
 - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.
- C. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculations.
 - a. The term "withstand" means "the cabinet or enclosure will remain in place without separation of any parts when subjected to the seismic forces specified. "
 - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Qualification Data: For professional engineer and testing agency.
- E. Source quality-control test reports.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
1. AFC Cable Systems, Inc.
 2. Alflex Inc.
 3. Allied Tube & Conduit; a Tyco International Ltd. Co.
 4. Anamet Electrical, Inc.; Anaconda Metal Hose.
 5. Electri-Flex Company.
 6. Manhattan/CDT/Cole-Flex.
 7. Maverick Tube Corporation.
 8. O-Z/Gedney; a brand of EGS Electrical Group.
 9. Wheatland Tube Company; a division of John Maneely Company.
 10. Or Equal.
- B. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in CEC, by a qualified testing agency, and marked for intended location and application.
- C. GRC: Comply with ANSI C80.1 and UL 6.
- D. ARC: Comply with ANSI C80.5 and UL 6A.
- E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit.
1. Comply with NEMA RN 1.
 2. Coating Thickness: 0.040 inch , minimum.
- F. EMT: Comply with ANSI C80.3 and UL 797.
- G. FMC: Comply with UL 1; zinc-coated steel.
- H. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and CEC.
 2. Fittings for EMT:
 - a. Material: Steel.
 - b. Type: compression. Die Cast fittings are not acceptable.
 3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
 4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch, with overlapping sleeves protecting threaded joints.
- I. Joint Compound for GRC or ARC: Approved, as defined in CEC, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
1. AFC Cable Systems, Inc.
 2. Anamet Electrical, Inc.
 3. Arnco Corporation.
 4. CANTEX Inc.
 5. CertainTeed Corp.
 6. Condux International, Inc.
 7. ElecSYS, Inc.
 8. Electri-Flex Company.
 9. Lamson & Sessions; Carlon Electrical Products.
 10. Manhattan/CDT/Cole-Flex.
 11. RACO; a Hubbell company.
 12. Thomas & Betts Corporation.
 13. Or Equal.
- B. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in CEC, by a qualified testing agency, and marked for intended location and application.
- C. ENT: Comply with NEMA TC 13 and UL 1653.
- D. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- E. LFNC: Comply with UL 1660.
- F. RTRC: Comply with UL 1684A and NEMA TC 14.
- G. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- H. Fittings for LFNC: Comply with UL 514B.

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
1. Cooper B-Line, Inc.
 2. Hoffman; a Pentair company.
 3. Square D; a brand of Schneider Electric.
 4. Or Equal.
- B. Description: Sheet metal sized and shaped as indicated, NEMA 250, Type 4X, unless otherwise indicated.

- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Wireway Covers: Screw-cover type.
- E. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following
 1. Cooper Crouse-Hinds; Div. of Cooper Industries, Inc.
 2. EGS/Appleton Electric.
 3. Erickson Electrical Equipment Company.
 4. Hoffman.
 5. Hubbell Incorporated; Killark Electric Manufacturing Co. Division.
 6. O-Z/Gedney; a unit of General Signal.
 7. RACO; a Hubbell Company.
 8. Robroy Industries, Inc.; Enclosure Division.
 9. Scott Fetzer Co.; Adalet Division.
 10. Spring City Electrical Manufacturing Company.
 11. Thomas & Betts Corporation.
 12. Walker Systems, Inc.; Wiremold Company (The).
 13. Woodhead, Daniel Company; Woodhead Industries, Inc. Subsidiary.
 14. Or Equal.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.
- D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb. Outlet boxes designed for attachment of luminaires weighing more than 50 lb shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.
- H. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- I. Device Box Dimensions: 4 inches by 2-1/8 inches by 2-1/8 inches deep.
- J. Gangable boxes are allowed.

- K. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 4X with continuous-hinge cover with flush latch unless otherwise indicated.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
 - 2. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

2.5 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:
 - 1. Boxes and handholes for use in underground systems shall be designed and identified as defined in CEC, for intended location and application.
 - 2. Boxes installed in wet areas shall be listed and labeled as defined in CEC, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation; Hubbell Power Systems.
 - d. NewBasis.
 - e. Oldcastle Precast, Inc.; Christy Concrete Products.
 - f. Synertech Moulded Products; a division of Oldcastle Precast, Inc.
- C. Standard: Comply with SCTE 77.
 - 1. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
 - 2. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
 - 3. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
 - 4. Cover Legend: Molded lettering, "ELECTRIC"
 - 5. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
 - 6. Handholes 11 Inches Wide by 17 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.
- D. Fiberglass Handholes and Boxes: Molded of fiberglass-reinforced polyester resin, with frame and covers of polymer concrete or fiberglass.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Armorcast Products Company.
 - b. Carson Industries LLC.
 - c. CDR Systems Corporation; Hubbell Power Systems.
 - d. NewBasis.
 - e. Nordic Fiberglass, Inc.
 - f. Oldcastle Precast, Inc.; Christy Concrete Products.
 - g. Synertech Moulded Products; a division of Oldcastle Precast, Inc.
 - 2. Standard: Comply with SCTE 77.
 - 3. Color of Frame and Cover: Green.

4. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
5. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
6. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
7. Cover Legend: Molded lettering, "ELECTRIC"
8. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
9. Handholes 11 Inches Wide by 17 Inches Long and Larger: Have inserts for cable racks and pulling-in irons installed before concrete is poured.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed Conduit: GRC.
 2. Concealed Conduit, Aboveground: GRC or RNC, Type EPC-40-PVC.
 3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFNC.
 5. Boxes and Enclosures, Aboveground: NEMA 250, Type 4X.
 6. Application of Handholes and Boxes for Underground Wiring:
 - a. Handholes and Pull Boxes in Driveway, Parking Lot, and Off-Roadway Locations, Subject to Occasional, Non-deliberate Loading by Heavy Vehicles: Polymer concrete, SCTE 77, Tier 15 structural load rating.
 - b. Handholes and Pull Boxes in Sidewalk and Similar Applications with a Safety Factor for Nondeliberate Loading by Vehicles: Polymer-concrete units, SCTE 77, Tier 8 structural load rating.
 - c. Handholes and Pull Boxes Subject to Light-Duty Pedestrian Traffic Only: Fiber-glass-reinforced polyester resin, structurally tested according to SCTE 77 with 3000-lbf vertical loading.
- B. Comply with the following indoor applications: Apply raceway products as specified below unless otherwise indicated:
 1. Exposed, Not Subject to Physical Damage: EMT.
 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
 5. Damp or Wet Locations: GRC.
 6. Boxes and Enclosures: Type 4X stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 1/2-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.

2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 3. EMT: Use compression, steel fittings. Comply with NEMA FB 2.10. Cast metal fittings are not acceptable
 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C) .

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Division 26 Section "Hangers and Supports for Electrical Systems" for hangers and supports.
- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Stub-ups to Above Recessed Ceilings:
1. Use EMT for raceways.
 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

- J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- N. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- O. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- P. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- Q. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb tensile strength. Leave at least 12 inches of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- R. Install raceway sealing fittings at accessible locations according to CEC and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to CEC.
- S. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
 - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 - 2. Where an underground service raceway enters a building or structure.
 - 3. Where otherwise required by CEC.
- T. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- U. Expansion-Joint Fittings:
 - 1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet. Install in each run of aboveground RMC and EMT conduit that is located where environmental temperature change may exceed 100 deg F (55 deg C) and that has straight-run length that exceeds 100 feet.
 - 2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

- a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
 - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
 - c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
 - d.
 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
 4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
 5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- V. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semi-recessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
1. Use LFMC in damp or wet locations subject to severe physical damage.
 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- W. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a rain-tight connection between box and cover plate or supported equipment and box.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- ### 3.3 INSTALLATION OF UNDERGROUND CONDUIT
- A. Direct-Buried Conduit:
1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom for pipe less than 6 inches in nominal diameter.
 2. Install backfill as required.
 3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction

- as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
 5. Underground Warning Tape: Comply with requirements in Division 26 Section "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch above finished grade.
- D. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- E. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 PENETRATIONS

- A. Penetrate fire barriers, smoke barriers, vapor barriers, acoustic barriers, waterproofing, roofing materials, and other rated architectural elements and assemblies in a manner that preserves the integrity of the rating.
- B. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Division 26 Section "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- C. Install firestopping at penetrations of fire-rated floor and wall assemblies.

3.6 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 260533

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Type EPEC raceways and fittings.
2. Type PVC raceways and fittings.
3. Fittings for conduit, tubing, and cable.
4. Threaded metal joint compound.
5. Duct sealing.

B. Related Requirements:

1.2 DEFINITIONS

- A. Duct: A single raceway or multiple raceways, installed singly or as components of a duct bank.
- B. Duct Bank: Two or more ducts installed in parallel, direct buried or with additional casing materials such as concrete.
- C. Handhole: An underground chamber containing electrical cables, sized such that personnel are not required to enter in order to access the cables.
- D. Manhole: An underground chamber containing electrical cables and equipment, sized to provide access with working space clearances.
- E. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Mission Bay Comfort Stations – Ventura Cove and El Carmel.
- B. Preinstallation Coordination Meeting(s): For underground ducts and raceways. Conduct meeting(s) as videoconference or at Project site (see above for project location before start of construction.
 1. Attendees: Installers, fabricators, representatives of manufacturers, and administrators for field tests and inspections. Notify Architect, Construction Manager, and Owner's Commissioning Authority of scheduled meeting dates.

1.4 ACTION SUBMITTALS

- A. Product Data:
 - 1. Duct-bank materials, including spacers and miscellaneous components.
 - 2. Ducts, conduits, and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
 - 3. Underground-line warning tape.
 - 4. Warning planks.

- B. Shop Drawings:
 - 1. Electric Utility Duct Banks and Structures:
 - a. Include plans, elevations, sections, and details, including attachments to other Work.
 - b. Indicate locations of private property boundaries and utility easements.
 - c. Include information required for approval by electric utility and for obtaining public space utility work permits.

- C. Field Quality-Control Submittals:
 - 1. Field quality-control reports.

1.5 INFORMATIONAL SUBMITTALS

- A. Manufacturers' Published Instructions: Record copy of official installation and testing instructions issued to Installer by manufacturer for the following:
 - 1. For Type ERM-C-S-PVC.

- B. Source Quality-Control Submittals:
 - 1. Source quality-control reports.

1.6 REGULATORY AGENCY APPROVALS

- A. Shop Drawing submittals for electric utility duct banks and structures must be signed and sealed by qualified electrical professional engineer responsible for their preparation. Obtain approval by electric utility prior to submitting for action by Architect.

- B. Submit Shop Drawings for electric utility duct banks and structures for action by Architect prior to submitting for approval by electric utility.

PART 2 - PRODUCTS

2.1 TYPE EPEC RACEWAYS AND FITTINGS

- A. Performance Criteria:

1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 2. General Characteristics: UL 651A and UL CCN EAZX.
- B. Schedule 40 Electrical HDPE Underground Conduit (EPEC-40):
1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Blue Diamond Industries, LLC.
 - b. JM Eagle.
 - c. Southwire Company, LLC.
 - d. Or Equal.
 2. Dimensional Specifications: Schedule 40.
 3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).

2.2 TYPE PVC RACEWAYS AND FITTINGS

- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
 2. General Characteristics: UL 651 and UL CCN DZYR.
- B. Schedule 40 Rigid PVC Conduit (PVC-40) and Fittings:
1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. Blue Diamond Industries, LLC.
 - b. JM Eagle.
 - c. Or Equal.
 2. Dimensional Specifications: Schedule 40.
 3. Options:
 - a. Minimum Trade Size: Metric designator 21 (trade size 3/4).
 - b. Markings: For use with maximum 90 deg C wire.

2.3 FITTINGS FOR CONDUIT, TUBING, AND CABLE

- A. Performance Criteria:
1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- B. Metallic Fittings for Type ERM, Type IMC, Type PVC, Type EPEC, and Type RTRC Raceways:
1. Manufacturers: Subject to compliance with requirements, provide products by the following:

- a. Blue Diamond Industries, LLC.
 - b. JM Eagle.
 - c. Or Equal.
- 2. General Characteristics: UL 514B and UL CCN DWTT.
 - 3. Options:
 - a. Material: Steel.
 - b. Coupling Method: Compression coupling.
 - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
 - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.

2.4 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

A. Performance Criteria:

- 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
- 2. General Characteristics: UL Subject 2419 and UL CCN FOIZ.
- 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. ABB, Electrification Business.
 - b. Or Equal.

2.5 DUCT ACCESSORIES

- A. Duct Spacers: Factory-fabricated, rigid, PVC interlocking spacers; sized for type and size of duct with which used, and selected to provide minimum duct spacing indicated while supporting duct during concreting or backfilling.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. ABB, Electrification Business.
 - b. Allied Tube & Conduit; Atkore International.
 - c. Or Equal.
- B. Underground-Line Warning Tape: In accordance with Section 260553 "Identification for Electrical Systems."
- C. Concrete Warning Planks: Nominal 12 by 24 by 3 inch (300 by 600 by 75 mm) in size, manufactured from 6000 psi (41 MPa) concrete.
 - 1. Color: Red dye added to concrete during batching.
 - 2. Mark each plank with "ELECTRIC" in 2 inch (50 mm) high, 3/8 inch (10 mm) deep letters.

2.6 DUCT SEALING

1. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - a. ABB, Electrification Business.
 - b. Or Equal.
- B. Duct-Sealing Compound: Nonhardening, safe for contact with human skin, not deleterious to cable insulation, and workable at temperatures as low as 35 deg F (2 deg C). Compound must be capable of withstanding temperature of 300 deg F (150 deg C) without slump and adhering to clean surfaces of plastic ducts, metallic conduit, conduit and duct coatings, concrete, masonry, lead, cable sheaths, cable jackets, insulation materials, and common metals. Duct sealing compound must be removable without damaging ducts or cables.
- C. Inflatable Duct-Sealing System: Wraparound inflatable bladder that seals ducts that are empty or containing conductors against air and water infiltration. System is suitable for use in steel, plastic, or concrete ducts and penetrations.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate layout and installation of duct, duct bank, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in field. Notify Architect if there is conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of duct and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of duct and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct and duct bank will drain to manholes and handholes, and as approved by Architect.
- C. Clear and grub vegetation to be removed, and protect vegetation to remain. Remove and stockpile topsoil for reapplication.

3.2 SELECTION OF UNDERGROUND DUCTS

- A. Duct for Electrical Feeders 600 V and Less: PVC-40 or EPEC-40, direct buried unless otherwise indicated.
- B. Duct for Electrical Branch Circuits: PVC-40 or EPEC-40, direct buried unless otherwise indicated.
- C. Underground Ducts Crossing Paved Paths or Walks: PVC-80 encased in reinforced concrete.
- D. Stub-ups: Concrete encased, PVC-40.

3.3 EARTHWORK

- A. Excavation and Backfill: Do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restoration: Restore area immediately after backfilling is completed or after construction vehicle traffic in immediate area is complete.
- C. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- D. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching.
- E. Cut and patch existing pavement in path of underground duct, duct bank, and underground structures.

3.4 INSTALLATION OF DUCTS AND DUCT BANKS

A. Reference Standards:

- 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' published instructions, comply with NEMA TCB 2 for installation of underground ducts and duct banks.
- 2. Consult Architect for resolution of conflicting requirements.

B. Special Techniques:

- 1. Where indicated on Drawings, install duct, spacers, and accessories into duct-bank configuration shown. Duct installation requirements in this Section also apply to duct bank.
- 2. Steel raceway, bends, and fittings in single duct run or duct bank must be of same type.
- 3. Slope: Pitch duct minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope duct from high point between two manholes to drain in both directions.
- 4. Expansion and Deflection Fittings: Install expansion and deflection fitting in each duct in area of disturbed earth adjacent to manhole or handhole.
- 5. Install expansion fitting near center of straight line duct with calculated expansion of more than 3/4 inch (19 mm).
- 6. Curves and Bends:
 - a. Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with minimum radius of 25 ft (7.5 m), both horizontally and vertically, at other locations unless otherwise indicated.
 - b. Field bending must be in accordance with NFPA 70 minimum radii requirements, except bends over 45 degrees must be made with minimum radius of 25 ft (7.5 m). Use only equipment specifically designed for material and size involved. Use PVC heating bender for bending PVC conduit.
 - c. Duct must have maximum of 180 degrees of bends between pull points.
- 7. Joints: Use solvent-cemented joints in nonmetallic duct and fittings and make watertight in accordance with manufacturer's published instructions. Stagger couplings so those of adjacent duct do not lie in same plane. Couple steel conduits to ducts with adapters

designed for this purpose, and encase coupling with minimum 3 inch (75 mm) of concrete for minimum of 12 inch (300 mm) on each side of coupling.

- a. Install insulated grounding bushings on steel raceway terminations that are less than 12 inch (300 mm) below grade or floor level and do not terminate in hubs.
8. Installation Adjacent to High-Temperature Steam Lines: Where duct is installed parallel to underground steam lines, perform calculations showing duct will not be subject to environmental temperatures above 104 deg F (40 deg C). Where environmental temperatures are calculated to rise above 104 deg F (40 deg C), and anywhere duct crosses above underground steam line, install insulation blankets listed for direct burial to isolate duct bank from steam line to maintain maximum environmental temperature of 104 deg F (40 deg C).
 9. Building Wall Penetrations: Make transition from underground duct to steel raceway at least 10 ft (3 m) outside building wall, without reducing duct line slope away from building and without forming trap in line. Use fittings manufactured for transition to steel raceway type installed. Install steel raceway penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
 10. Install manufactured steel raceway elbows for stub-ups at poles unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 - a. Couple steel elbows to ducts with adapters designed for this purpose, and encase coupling with minimum 3 inch (75 mm) of concrete for minimum of 12 inch (300 mm) on each side of coupling.
 11. Sealing: Provide temporary closure at terminations of duct with pulled cables. Seal spare duct at terminations. Use sealing compound and plugs to withstand at least 15 psig (1.03 MPa) hydrostatic pressure.
 12. Pulling Cord: Install 200 lbf (1000 N) test nylon cord in empty ducts.
 13. Concrete-Encased Ducts and Duct Bank:
 - a. Excavate trench bottom to provide firm and uniform support for duct. Prepare trench bottoms for pipes 6 inch (150 mm) or less in nominal diameter.
 - b. Width: Excavate trench 3 inch (75 mm) wider than duct on each side.
 - c. Depth: Install so top of duct envelope is at least 24 inch (600 mm) below finished grade in areas not subject to deliberate traffic, and at least 30 inch (750 mm) below finished grade in deliberate traffic paths for vehicles unless otherwise indicated. Install so top of duct envelope is below local frost line.
 - d. Support duct on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
 - e. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than five spacers per 20 ft (6 m) of duct. Place spacers within 24 inch (600 mm) of duct ends. Stagger spacers approximately 6 inch (150 mm) between tiers. Secure spacers to earth and to duct to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
 - f. Minimum Space between Ducts: 3 inch (75 mm) between edge of duct and exterior envelope wall, 2 inch (50 mm) between ducts for like services, and 4 inch (100 mm) between power and communications ducts.

- g. Elbows:
 - 1) Use manufactured duct elbows for stub-ups and at changes of direction in duct unless otherwise indicated. Extend encasement throughout length of elbow.
 - 2) Use manufactured steel elbows for stub-ups, at building entrances, and at changes of direction in duct run.
- h. Stub-ups to Outdoor Equipment: Extend concrete-encased steel raceway horizontally minimum of 60 inch (1500 mm) from edge of equipment base.
 - 1) Stub-ups must be minimum 4 inch (100 mm) above finished floor and minimum 3 inch (75 mm) from conduit side to edge of slab.
- i. Stub-ups to Indoor Equipment: Extend concrete-encased steel raceway horizontally minimum of 60 inch (1500 mm) from edge of wall. Install insulated grounding bushings on terminations at equipment.
 - 1) Stub-ups must be minimum 4 inch (100 mm) above finished floor and no less than 3 inch (75 mm) from conduit side to edge of slab.
- j. Reinforcement: Reinforce concrete-encased duct where crossing disturbed earth and where indicated. Arrange reinforcing rods and ties without forming conductive or magnetic loops around ducts or duct groups.
- k. Forms: Use walls of trench to form side walls of duct bank where soil is self-supporting and concrete envelope can be poured without soil inclusions; otherwise, use forms.
- l. Concrete Cover: Install minimum of 3 inch (75 mm) of concrete cover between edge of duct to exterior envelope wall, 2 inch (50 mm) between duct of like services, and 4 inch (100 mm) between power and communications ducts.
- m. Place minimum 6 inch (150 mm) of engineered fill above concrete encasement of duct.
- n. Concreting Sequence: Pour each run of envelope between manholes or other terminations in one continuous operation.
 - 1) Start at one end and finish at other, allowing for expansion and contraction of duct as its temperature changes during and after pour. Use expansion fittings installed in accordance with manufacturer's published instructions, or use other specific measures to prevent expansion-contraction damage.
 - 2) If more than one pour is necessary, terminate each pour in vertical plane and install 3/4 inch (15 mm) reinforcing-rod dowels extending minimum of 18 inch (450 mm) into concrete on both sides of joint near corners of envelope.
- o. Pouring Concrete: Place concrete carefully during pours to prevent voids under and between duct and at exterior surface of envelope. Do not allow heavy mass of concrete to fall directly onto ducts. Allow concrete to flow around duct and rise up in middle, uniformly filling open spaces. Do not use power-driven agitating equipment unless specifically designed for duct-installation application.

14. Direct-Buried Duct and Duct Bank:

- a. Excavate trench bottom to provide firm and uniform support for duct.
 - b. Width: Excavate trench 3 inch (75 mm) wider than duct on each side.
 - c. Depth: Install top of duct at least 36 inch (900 mm) below finished grade unless otherwise indicated.
 - d. Set elevation of top of duct bank below frost line.
 - e. Place minimum 3 inch (75 mm) of sand as bed for duct. Place sand to minimum of 6 inch (150 mm) above top level of duct.
 - f. Support ducts on duct spacers coordinated with duct size, duct spacing, and outdoor temperature.
 - g. Spacer Installation: Place spacers close enough to prevent sagging and deforming of duct, with not less than five spacers per 20 ft (6 m) of duct. Place spacers within 24 inch (600 mm) of duct ends. Stagger spacers approximately 6 inch (150 mm) between tiers. Secure spacers to earth and to ducts to prevent floating during concreting. Tie entire assembly together using fabric straps; do not use tie wires or reinforcing steel that may form conductive or magnetic loops around ducts or duct groups.
 - h. Install duct with minimum of 3 inch (75 mm) between ducts for like services and 6 inch (150 mm) between power and communications duct.
 - i. Install manufactured duct elbows for stub-ups, at building entrances, and at changes of direction in duct direction unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 - j. Install manufactured steel elbows for stub-ups, at building entrances, and at changes of direction in duct.
 - 1) Couple RNC duct to steel raceway with adapters designed for this purpose, and encase coupling with minimum 3 inch (75 mm) of concrete.
 - 2) Stub-ups to Outdoor Equipment: Extend concrete-encased steel raceway horizontally minimum of 60 inch (1500 mm) from edge of base. Install insulated grounding bushings on terminations at equipment.
 - a) Stub-ups must be minimum 4 inch (100 mm) above finished base and minimum 3 inch (75 mm) from conduit side to edge of base.
 - 3) Stub-ups to Indoor Equipment: Extend concrete-encased steel raceway horizontally on exterior of wall minimum of 60 inch (1500 mm) from edge of wall. Install insulated grounding bushings on terminations at equipment.
 - 4) Stub-ups through interior floors must be minimum 4 inch (100 mm) above finished floor and no less than 3 inch (75 mm) from conduit side to edge of equipment pad or floor slab.
 - k. After installing first tier of duct, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inch (100 mm) over duct and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction.
15. Warning Planks: Bury warning planks approximately 12 inch (300 mm) above direct-buried duct, placing them 36 inch (900 mm) o.c. Align planks along width and along

centerline of duct or duct bank. Provide additional plank for each 12 inch (300 mm) increment of duct-bank width over nominal 18 inch (450 mm). Space additional planks 12 inch (300 mm) apart, horizontally across width of ducts.

16. Underground-Line Warning Tape: Bury nonconducting underground line specified in Section 260553 "Identification for Electrical Systems" no less than 12 inch (300 mm) above concrete-encased duct and duct banks and approximately 12 inch (300 mm) below grade. Align tape parallel to and within 3 inch (75 mm) of centerline of duct bank. Provide additional warning tape for each 12 inch (300 mm) increment of duct-bank width over nominal 18 inch (450 mm). Space additional tapes 12 inch (300 mm) apart, horizontally across width of ducts.
17. Ground ducts and duct banks in accordance with Section 260526 "Grounding and Bonding for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Field tests and inspections must be witnessed by authorities having jurisdiction.
- B. Tests and Inspections:
 1. Demonstrate capability and compliance with requirements on completion of installation of underground duct, duct bank, and utility structures.
 2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide minimum 12 inch (300 mm) long mandrel equal to duct size minus 1/4 inch (6 mm). If obstructions are indicated, remove obstructions and retest.
- C. Nonconforming Work:
 1. Underground ducts, raceways, and structures will be considered defective if they do not pass tests and inspections.
 2. Correct deficiencies and retest as specified above to demonstrate compliance.
- D. Assemble and submit test and inspection reports.

3.6 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of duct until duct cleaner indicates that duct is clear of dirt and debris. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump, and building interiors affected by Work.
 1. Sweep floor, removing dirt and debris.
 2. Remove foreign material.

END OF SECTION 260543

SECTION 260544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**PART 1 - GENERAL****1.1 SUMMARY****A. Section Includes:**

1. Round sleeves.
2. Rectangular sleeves.
3. Sleeve seal systems.
4. Grout.
5. Pourable sealants.
6. Foam sealants.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

PART 2 - PRODUCTS**2.1 ROUND SLEEVES****A. Wall Sleeves, Steel:**

1. Description: ASTM A53/A53M, Type E, Grade B, Schedule 40, zinc coated, plain ends and integral waterstop.

B. Wall Sleeves, Cast Iron:

1. Description: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop.

C. Pipe Sleeves, PVC:

1. Description: ASTM D1785, Schedule 40.

D. Molded Sleeves, PVC:

1. Description: With nailing flange for attaching to wooden forms.

E. Molded Sleeves, PE or PP:

1. Description: Removable, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

F. Sheet Metal Sleeves, Galvanized Steel, Round:

1. Description: Galvanized-steel sheet; thickness not less than 0.0239 inch; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.

2.2 RECTANGULAR SLEEVES

A. Sheet Metal Sleeves, Galvanized Steel, Rectangular:

1. Description:
 - a. Material: Galvanized sheet steel.
 - b. Minimum Metal Thickness:
 - 1) For sleeve cross-section rectangle perimeter less than 50 inch and with no side larger than 16 inch, thickness must be 0.052 inch.
 - 2) For sleeve cross-section rectangle perimeter not less than 50 inch or with one or more sides larger than 16 inch, thickness must be 0.138 inch.

2.3 SLEEVE SEAL SYSTEMS

A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable or between raceway and cable.

1. Sealing Elements: EPDM or Nitrile (Buna N) rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
2. Pressure Plates: Carbon steel or Fiber-reinforced plastic or Stainless steel.
3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating, of length required to secure pressure plates to sealing elements.

2.4 GROUT

A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.

1. Standard: ASTM C1107/C1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
2. Design Mix: 5000 psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.5 POURABLE SEALANTS

A. Description: Single-component, neutral-curing elastomeric sealants of grade indicated below.

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.

2.6 FOAM SEALANTS

- A. Description: Multicomponent, liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam. Foam expansion must not damage cables or crack penetrated structure.

PART 3 - EXECUTION

3.1 INSTALLATION OF SLEEVES FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS

- A. Sleeves for Conduits Penetrating Above-Grade, Non-Fire-Rated, Concrete and Masonry-Unit Floors and Walls:
1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
 - a. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall or floor so no voids remain. Tool exposed surfaces smooth; protect material while curing.
 - b. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint.
 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
 3. Size pipe sleeves to provide 1/4 inch annular clear space between sleeve and raceway or cable, unless sleeve seal system is to be installed.
 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- B. Sleeves for Conduits Penetrating Non-Fire-Rated Wall Assemblies:
1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
 2. Seal space outside of sleeves with approved joint compound for wall assemblies.
- C. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- D. Aboveground, Exterior-Wall Penetrations: Seal penetrations using steel pipe sleeves and mechanical sleeve seal systems. Size sleeves to allow for 1 inch annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- E. Underground, Exterior-Wall and Floor Penetrations:
1. Install steel pipe sleeves with integral waterstops. Size sleeves to allow for 1 inch annular clear space between raceway or cable and sleeve for installing sleeve seal system. Install sleeve during construction of floor or wall.

3.2 INSTALLATION OF RECTANGULAR SLEEVES AND SLEEVE SEALS

- A. Install sleeves in existing walls without compromising structural integrity of walls. Do not cut structural elements without reinforcing the wall to maintain the designed weight bearing and wall stiffness.
- B. Install conduits and cable with no crossings within the sleeve.
- C. Fill opening around conduits and cables with expanding foam without leaving voids.
- D. Provide metal sheet covering at both wall surfaces and finish to match surrounding surfaces. Metal sheet must be same material as sleeve.

3.3 INSTALLATION OF SLEEVE SEAL SYSTEMS

- A. Install sleeve seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 260544

SECTION 260548 - VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Elastomeric isolation pads.
2. Restraints - rigid type.
3. Restraints - cable type.
4. Restraint accessories.
5. Post-Installed concrete anchors.
6. Concrete inserts.

B. Related Requirements:

1. Section 260529 "Hangers and Supports for Electrical Systems" for commonly used electrical supports and installation requirements.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include rated load capacity for each seismic- and wind-load-restraint device.
2. Illustrate and indicate style, material, strength, fastening provision, and finish for each type and size of seismic- and wind-load-restraint component used.
3. Annotate types and sizes of seismic restraints and accessories, complete with listing markings or report numbers and load rating in tension and compression as evaluated by an agency acceptable to authorities having jurisdiction.
4. Annotate to indicate application of each product submitted and compliance with requirements.

B. Shop Drawings:

1. Detail fabrication and assembly of equipment bases.
2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment. Include adjustable motor bases, rails, and frames for equipment mounting.

C. Delegated Design Submittal for Each Seismic-Restraint Device: Signed and sealed by qualified structural professional engineer.

1. For each seismic-restraint device, including restraint - rigid and cable type, restraint accessory, and concrete anchor and insert that is required by this Section, submit the following:
 - a. Seismic Restraints: Select seismic restraints complying with performance requirements, design criteria, and analysis data.

- b. Post-Installed Concrete Anchors and Inserts: Include calculations showing anticipated seismic loads. Include certification that device is approved by an NRTL for seismic reinforcement use.
 - c. Seismic Design Calculations: Submit input data and loading calculations prepared under "Seismic Design Calculations" Paragraph in "Performance Requirements" Article.
- D. Delegated Design Submittal for Each Wind-Load Protection Device: Signed and sealed by qualified structural professional engineer.
- 1. For each wind-load protection device, including restraint - rigid and cable type, restraint accessory, and concrete anchor and insert that is required by this Section, submit the following:
 - a. Wind-Load Restraint: Select wind-load restraints complying with performance requirements, design criteria, and analysis data.
 - b. Post-Installed Concrete Anchors and Inserts: Include calculations showing anticipated wind loads. Include certification that device is approved by an NRTL for reinforcement use.
 - c. Wind-Load Design Calculations: Submit static and dynamic loading calculations prepared under "Wind-Load Design Calculations" Paragraph in "Performance Requirements" Article.
 - 2. Seismic- and Wind-Load-Restraint Detail Drawings: Signed and sealed by qualified structural professional engineer.
 - a. Design Analysis: To support selection and arrangement of seismic and wind-load restraints. Include calculations of combined tensile and shear loads.
 - b. Details: Indicate fabrication and arrangement. Detail attachments of restraints to restrained items and to the structure. Show attachment locations, methods, and spacings. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during seismic events. Indicate association with vibration isolation devices.
 - c. Coordinate seismic-restraint details with wind-load details required for equipment mounted outdoors.
 - 3. Product Listing, Preapproval, and Evaluation Documentation: By an agency acceptable to authorities having jurisdiction, showing maximum ratings of restraint items and the basis for approval (tests or calculations).

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage qualified structural professional engineer to design seismic and wind-load control system.
- B. Seismic- and Wind-Load-Restraint Device Load Ratings: Devices to be tested and rated in accordance with applicable code requirements and authorities having jurisdiction. Devices to be listed by a nationally recognized third party that requires periodic follow-up inspections and has a listing directory available to the public. Provide third-party listing by one or more of the following: an agency acceptable to authorities having jurisdiction.
- C. Consequential Damage: Provide additional seismic and wind-load restraints for suspended components or anchorage of floor-, roof-, or wall-mounted components so that failure of a non-essential or essential component will not cause failure of any other essential building component.
- D. Fire/Smoke Resistance: Seismic- and wind-load-restraint devices that are not constructed of ferrous metals must have a maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested by an NRTL in accordance with ASTM E84 or UL 723, and be so labeled.
- E. Component Supports:
 - 1. Load ratings, features, and applications of reinforcement components must be based on testing standards of a nationally recognized testing agency.

2.2 ELASTOMERIC ISOLATION PADS

- A. Elastomeric Isolation Pads:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Kinetics Noise Control, Inc.
 - b. Mason Industries, Inc.
 - c. Vibration Mountings & Controls, Inc.
 - d. Or Equal.
 - 2. Fabrication: Single or multiple layers of sufficient durometer stiffness for uniform loading over pad area.
 - 3. Size: Factory or field cut to match requirements of supported equipment.
 - 4. Pad Material: Oil and water resistant with elastomeric properties. Neoprene rubber, silicone rubber, or other elastomeric material.
 - 5. Surface Pattern: Smooth, ribbed, or waffle pattern.
 - 6. Infused nonwoven cotton or synthetic fibers.
 - 7. Load-bearing metal plates adhered to pads.
 - 8. Sandwich-Core Material: Resilient and/or elastomeric.
 - a. Surface Pattern: Smooth, ribbed, or waffle pattern.
 - b. Infused nonwoven cotton or synthetic fibers.

2.3 RESTRAINTS - RIGID TYPE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. B-line, an Eaton business.
 2. Hilti, Inc.
 3. Mason Industries, Inc.
 4. Or Equal.
- B. Description: Shop- or field-fabricated bracing assembly made of ANSI/AISI S110-07-S1 slotted steel channels, ANSI/ASTM A53/A53M steel pipe, or other rigid steel brace member. Includes accessories for attachment to braced component at one end and to building structure at the other end and other matching components and with corrosion-resistant coating; rated in tension, compression, and torsion forces.

2.4 RESTRAINTS - CABLE TYPE

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Kinetics Noise Control, Inc.
 2. Mason Industries, Inc.
 3. Vibration Mountings & Controls, Inc.
 4. Or Equal.
- B. Seismic- and Wind-Load-Restraint Cables: ASTM A492 stainless steel cables. End connections made of steel assemblies with thimbles, brackets, swivel, and bolts designed for seismic-restraining cable service; with fittings attached by means of poured socket, swaged socket, or mechanical (Flemish eye) loop.
- C. Restraint cable assembly and cable fittings must comply with ASCE/SEI 19. Cable fittings and complete cable assembly must maintain the minimum cable breaking force. U-shaped cable clips and wedge-type end fittings do not comply and are unacceptable.

2.5 RESTRAINT ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. B-line, an Eaton business.
 2. Kinetics Noise Control, Inc.
 3. Mason Industries, Inc.
 4. Or Equal.
- B. Hanger-Rod Stiffener: Steel tube or steel slotted-support-system sleeve with internally bolted connections or Reinforcing steel angle clamped to hanger rod. Non-metallic stiffeners are unacceptable.

- C. Hinged and Swivel Brace Attachments: Multifunctional steel connectors for attaching hangers to rigid channel bracings and/or restraint cables.
- D. Bushings for Floor-Mounted Equipment Anchor Bolts: Neoprene bushings designed for rigid equipment mountings, and matched to type and size of anchor bolts and studs.
- E. Bushing Assemblies for Wall-Mounted Equipment Anchorage: Assemblies of neoprene elements and steel sleeves designed for rigid equipment mountings, and matched to type and size of attachment devices used.
- F. Resilient Isolation Washers and Bushings: One-piece, molded, oil- and water-resistant neoprene, with a flat washer face.

2.6 POST-INSTALLED CONCRETE ANCHORS

- A. Mechanical Anchor Bolts:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. B-line, an Eaton business.
 - b. Hilti, Inc.
 - c. Mason Industries, Inc.
 - d. Or Equal.
 - 2. Drilled-in and stud-wedge or female-wedge type in zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength for anchor and as tested according to ASTM E488/E488M.
- B. Adhesive Anchor Bolts:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. B-line, an Eaton business.
 - b. Hilti, Inc.
 - c. Mason Industries, Inc.
 - d. Or Equal.
 - 2. Drilled-in and capsule anchor system containing PVC or urethane methacrylate-based resin and accelerator, or injected polymer or hybrid mortar adhesive. Provide anchor bolts and hardware with zinc-coated steel for interior applications and stainless steel for exterior applications. Select anchor bolts with strength required for anchor and as tested according to ASTM E488/E488M.
- C. Provide post-installed concrete anchors that have been prequalified for use in seismic and wind-load applications.
 - 1. Prequalify post-installed anchors in concrete in accordance with ACI 355.2 or other approved qualification testing procedures.
 - 2. Prequalify post-installed anchors in masonry in accordance with approved qualification procedures.

2.7 CONCRETE INSERTS

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. B-line, an Eaton business.
 - b. Hilti, Inc.
 - c. Mason Industries, Inc.
 - d. Or Equal.
- B. Provide preset concrete inserts that are seismically prequalified in accordance with ICC-ES AC446 testing.
- C. Comply with MSS SP-58.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and equipment to receive seismic and wind-load control devices for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for reinforcement and cast-in-place anchors to verify actual locations before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLICATIONS

- A. Multiple Raceways or Cables: Secure raceways and cables to trapeze member with clamps approved for application by an agency acceptable to authorities having jurisdiction.
- B. Hanger-Rod Stiffeners: Install where required to prevent buckling of hanger rods caused by seismic forces.
- C. Strength of Support and Seismic-Restraint Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry static, wind-load, and seismic loads within specified loading limits.

3.3 INSTALLATION OF SEISMIC-RESTRAINT AND WIND-LOAD CONTROL DEVICES

- A. Provide seismic restraint and wind-load control devices for systems and equipment where the Specifications indicate they are to be installed on specific equipment and systems, and where required by applicable codes.
 1. Install equipment and devices to withstand the effects of earthquake motions and high wind events.

- B. Coordinate location of embedded connection hardware with supported equipment attachment and mounting points and with requirements for concrete reinforcement and formwork.
- C. Installation of seismic and wind-load restraints must not cause any stresses, misalignment, or change of position of equipment or conduits.
- D. Equipment Restraints:
 - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint and wind-load-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
- E. Raceway, Cable, Wireway, Cable Tray, and Busway Support and Hanger Restraints:
 - 1. Install resilient bolt isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 2. Install seismic-restraint and wind-load-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction that provides required submittals for component.
 - 3. Install resilient, bolt-isolation washers on equipment anchor bolts where clearance between anchor and adjacent surface exceeds 0.125 inch.
 - 4. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction providing required submittals for component.
- F. Install cables so they do not bend across edges of adjacent equipment or building structure.
- G. Install bushing assemblies for mounting bolts for wall-mounted equipment, arranged to provide resilient media where equipment or equipment-mounting channels are attached to wall.
- H. Attachment to Structure: If specific attachment is not indicated, anchor bracing to structure at flanges of beams, at upper truss chords of bar joists, or at concrete members.
- I. Post-Installed Concrete Anchors:
 - 1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcing or embedded items during coring or drilling. Notify structural engineer if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
 - 2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
 - 3. Mechanical-Type Anchor Bolts: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors must be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
 - 4. Adhesive-Type Anchor Bolts: Clean holes to remove loose material and drilling dust prior to installation of adhesive. Place adhesive in holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
 - 5. Set anchors to manufacturer's recommended torque using a torque wrench.

6. Install zinc-coated steel anchors for interior and stainless steel anchors for exterior applications.

3.4 ACCOMMODATION OF DIFFERENTIAL SEISMIC MOTION

- A. Install flexible connections in runs of raceways, cables, wireways, cable trays, and busways where they cross seismic joints, where adjacent sections or branches are supported by different structural elements, and where connection is terminated to equipment that is anchored to a different structural element from the one supporting them as they approach equipment.

3.5 FIELD QUALITY CONTROL

- A. Field tests must be witnessed by authorities having jurisdiction.
- B. Tests and Inspections:
 1. Provide evidence of recent calibration of test equipment by a testing agency acceptable to authorities having jurisdiction.
 2. Schedule test with Owner, through Architect, before connecting anchorage device to restrained component (unless postconnection testing has been approved), and with at least seven days' advance notice.
 3. Obtain Architect's approval before transmitting test loads to structure. Provide temporary load-spreading members.
 4. Test no fewer than four of each type and size of installed anchors and fasteners selected by Architect.
 5. Test to 90 percent of rated proof load of device.
- C. Nonconforming Work:
 1. Seismic controls will be considered defective if they do not pass tests and inspections.
 2. Remove and replace malfunctioning units and retest as specified above.
- D. Prepare test and inspection reports.

END OF SECTION 260548

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Equipment identification nameplates.
 - 2. Identification for conductors and MC cables
 - 3. Identification for raceways.
 - 4. Underground-line warning tape.
 - 5. Warning labels and signs.
 - 6. Instruction signs.
 - 7. Miscellaneous identification products.

1.3 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A13.1 "Scheme for Identification of Piping Systems"
- B. Occupational Safety and Health Administration (OSHA). 29 CFR - Labor Chapter XVII Part 1910-145 "Occupational and Safety Health Standards" 1992.

1.4 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.

1.5 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.6 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Note that equipment names and room numbers shown on the Contract Drawings may not be final names and numbers. Confirm all final naming prior to label manufacture.
- C. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- D. Coordinate installation of identifying devices with location of access panels and doors.

PART 2 - PRODUCTS

2.1 EQUIPMENT NAMEPLATES

- A. Materials:
 - 1. Engraved plastic laminate - three-layer laminated plastic with punched or drilled holes for screw mounting
 - 2. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed
 - 3. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process.
 - 4. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Overlay shall provide a weatherproof and UV-resistant seal for label.
 - 5. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch (25 mm)
- B. Dimension
 - 1. Nameplate minimum of 1 3/4" high by 5" wide.
 - 2. Lettering height for panel or equipment identifier @ 1/4".
 - 3. Lettering height for remaining lines @ 1/8" high with 1/8" spacing between lines.
 - 4. Normal System: White letters on black background.
 - 5. Comply with ANSI 13.1.
- C. Panelboard Nameplates
 - 1. Provide engraved plastic nameplate for each new panelboard with the following information:
 - Line 1: Panelboard Name
 - Line 2: Source from which panel is fed (e.g. Fed From SWBD 4N2A)
 - Line 3: Transfer switch from which panel is fed (if applicable)
 - Line 4: Amps, voltage, phase and wire

- D. Disconnects, Starters, Combination Starters and Other Devices
1. Provide phenolic nameplate for each device with the following information:

Line 1: Load served

Line 2: Panelboard and circuit number from which device is fed

Line 3: Fuse size or breaker size as applicable
- E. Main Service Project Nameplate
1. At Main Service Distribution Panelboard, provide engraved nameplate on panelboard front with the following information:

Project Name: (3/8" lettering, all other 1/4")

Architect

Electrical Consultant (Coffman Engineers, Inc)

Electrical Contractor

Year of Manufacturer
 2. At Main Service Distribution Panelboard, provide engraved nameplate on panelboard front listing all other services, feeders, and branch circuits supplying the building or structure and the area served by each, per CEC 230 -2(e) Identification.
 3. Comply with ANSI A13.1.

2.2 CONDUCTOR, CABLE AND AC AND MC CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each conductor and cable size.
- B. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels: Slit, pre-tensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor or cable it identifies and to stay in place by gripping action.
- E. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

2.3 RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1, for minimum lettering size and for minimum length of color field for each raceway size.

- B. Color for Raceway Carrying Circuits at 600 V or Less:
 - 1. Legend: Indicate Voltage and system or service type
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wrap-around adhesive tape for securing ends of legend label.

2.4 FLOOR MARKING TAPE

- A. 2-inch- wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

2.5 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
- C. Protective Tapes Suitable for Conductive or Inductive Tracing.
 - 1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, continuous-printed with the inscription indicated above, compounded for direct-burial service.
 - 2. Overall Thickness: 5 mils (0.125 mm).
 - 3. Foil Core Thickness: 0.35 mil (0.00889 mm).

2.6 POSTED DRAWINGS

- A. Electrical One-line or Risers: Print electrical one-line/riser diagrams on 20 lb. bond paper. (Blue print paper is not acceptable). Reduce drawings to approximately 1/2 size using Xerox reduction process. Contact engineer to obtain updated original plans for printing.
- B. Mounting Frames: Extruded aluminum, 4 point screw mount with 1/8" clear plexi-glass cover.

2.7 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

- C. Baked-Enamel Warning Signs:
 - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
 - 1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
 - 2. 1/4-inch grommets in corners for mounting.
 - 3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."
 - 3. .

2.8 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
 - 1. Engraved legend with black letters on white face.
 - 2. Punched or drilled for mechanical fasteners.
 - 3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.
- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

2.9 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch .
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi.
 - 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 - 4. Color: Black except where used for color-coding.
- B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self extinguishing, one piece, self locking, Type 6/6 nylon.
 - 1. Minimum Width: 3/16 inch.
 - 2. Tensile Strength at 73 deg F (23 deg C), According to ASTM D 638: 12,000 psi (82.7 MPa).

3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 INSTALLATION - GENERAL

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Cable Ties: For attaching tags. Use general-purpose type, except as listed below:
 1. Outdoors: UV-stabilized nylon.
 2. In Spaces Handling Environmental Air: Plenum rated.

3.2 EQUIPMENT IDENTIFICATION:

- A. On each unit of equipment, install unique designation nameplate that is consistent with naming used in wiring diagrams, schedules, and the Operation and Maintenance Manual.
- B. In addition to equipment listed in Part 2 provide nameplates for:
 1. Access doors for concealed electrical devices
 2. Transformers
- C. Confirm all final naming prior to label manufacture.
- D. Labeling Instructions:
 1. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label.
 2. Outdoor Equipment: Engraved, laminated acrylic or melamine label with screw fasteners
 3. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.

4. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

3.3 CIRCUIT CONDUCTOR IDENTIFICATION

- A. Power-Circuit Conductor Identification, 600 V or Less:
 1. For conductors in pull and junction boxes and handholes, use color-coding conductor tape to identify the phase.
 2. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V & 240/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral: White
 - 5) Equipment Ground: Green
 - 6) Isolated Ground: Green with yellow tracer
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
 3. Conductors to Be Extended in the Future: Attach self adhesive label to conductors and list source.

3.4 RACEWAY IDENTIFICATION

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30A, and 120V to ground: Identify with self-adhesive vinyl label.
 1. Install labels at 30-foot maximum intervals.
 2. Install minimum one label per enclosed room.
- B. System Identification Color-Coding Bands for Raceways: Each color-coding band shall completely encircle raceway. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- C. Junction Box Color Coding
 1. Color Code all junction and pull boxes installed in accessible ceiling spaces and exposed in unfinished areas using spray paint on the box and entire cover in the following manner:

<u>System</u>	<u>Color</u>
120/240 volt	Unpainted
120/208 volt	Unpainted
 2. Use self adhesive vinyl labels following painting to indicate the circuit numbers in 1" (25mm) high letters contained within.

3.5 WORKING CLEARANCE IDENTIFICATION

- A. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by CEC and 29 CFR 1926.403 unless otherwise indicated.
- B. Do not install at flush-mounted panelboards and similar equipment in finished spaces.

3.6 UNDER GROUND LINE IDENTIFICATION

- A. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, and communication, and control wiring and optical fiber cable.
 - 1. Install underground-line warning tape for direct-buried cables, cables in raceway and duct banks.
- B. Underground-Line Warning Tape Installation: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.

3.7 POSTED DRAWINGS AND OPERATING INSTRUCTIONS

- A. Mount drawings and operating procedures on the wall immediately adjacent to the main piece of equipment for which the instructions apply. If sufficient wall space is available, mount directly to one of the sheet metal panels of the equipment.
- B. Color Coding Sign: Install instructional sign for the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- C. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

3.8 WARNING SIGNS

- A. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Baked-enamel warning signs.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.

END OF SECTION 260553

SECTION 260923 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Section 260519 Low Voltage Electrical Power Conductors and Cables
 - 2. Section 265100 Interior Lighting

1.2 SUMMARY

- A. This Section includes the following lighting control devices:
 - 1. Snap switches
 - 2. Outdoor motion sensors
 - 3. Outdoor photocell switches
 - 4. Time switches
 - 5. Multi-pole contactors
 - 6. Control Relays

1.3 DEFINITIONS

- A. LED: Light-Emitting Diode
- B. PIR: Passive Infrared
- C. DT: Dual Technology

1.4 SUBMITTALS

- A. Make submittals in accordance with Section 260500 - Common Work Results For Electrical.
- B. Product Data: Provide clearly marked and legible data sheets for each item of equipment being installed on the project. This shall include each major replaceable component that is part of a larger assembly. Data sheets should clearly indicate:
 - 1. Equipment manufacturer, make, model number, size, nameplate data, etc.
 - 2. Dimensional and performance data for specific unit provided as appropriate
 - 3. Required environmental operating parameters
 - 4. UL, FM and ETL listing and category
 - 5. Manufacturer contact information including address, telephone number, facsimile number, email address, web site address and contact person or persons.
 - 6. Local manufacturer's representative contact information including address, telephone number, facsimile number, email address, web site address and contact person or persons.

- C. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Lighting plan showing location, orientation, and coverage area of each sensor. This plan shall take into consideration the size and use of each space as well as the specific capabilities of submitted manufacturer's equipment to provide proper coverage to the areas of control.
 - 2. Interconnection diagrams showing field-installed wiring.
- D. Label List: Submit list of proposed text for all labels prior to manufacturing for review and approval by Owner's representative.
- E. Warranty: Submit a copy of product warranty that complies with contract document requirements. Where these requirements exceed manufacturer's standard warranty include cost of extended warranty in contract price.
- F. Maintenance Requirements: Submit maintenance requirements manual or guidelines. This document should detail the requirements necessary to comply with the warranty. This is required for the submittal process and is in addition to the O&M requirements.
- G. Samples: Provide sample devices and finishes plus other samples when requested, as part of the submittal process.
- H. Commissioning Checklist: Submit a copy of the proposed commissioning checklist to be utilized for this project.
- I. Commissioning Results: Submit a copy of the completed commissioning documents.

1.5 COORDINATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.6 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturer shall have been in the business of manufacturing and providing service for lighting control equipment for similar capabilities and size.
 - 2. All components and assemblies shall be factory pre-tested prior to installation.
 - 3. Factory trained technicians shall be on site for start-up, commissioning and training.
 - 4. Factory trained technicians shall be available for telephone support twenty four (24) hours a day, seven (7) days a week.
 - 5. Lighting control devices must be approved by the CEC (California Energy Commission).
- B. Regulatory Requirements
 - 1. Underwriters Laboratories: Provide U.L. listed lighting control equipment.
 - 2. Code of Federal Regulations: 47 CFR - FCC All assemblies are to be in compliance with FCC emissions standards specified in Part 15 for Class A application.

1.7 WARRANTY

- A. **Manufacturer's Warranty:** The manufacturer shall provide a written warranty agreeing to provide parts to replace any portion of the lighting control system equipment that fails due to material or workmanship for a period of twelve months from warranty commencement.
- B. **Warranty Commencement:** Warranty shall begin at the point of substantial completion of the system installation, which is defined as the date when commissioning and owner training has been completed and the owner obtains beneficial use of the system.
- C. **Warranty Replacement Parts:** The manufacturer shall be able to ship replacement parts within 24 hours for any component that that fails due to material or workmanship during the warranty period.

PART 2 - PRODUCTS

2.1 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. **Switches, 120/277 V, 20 A:**
 - 1. **Products:** Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Acuity Brands
 - b. Hubbell
 - c. Leviton
 - d. Pass & Seymour

2.2 OUTDOOR MOTION SENSORS

- A. Subject to compliance with the contract documents, provide products from one of the following manufacturers:
 - 1. Acuity Brands
 - 2. Hubbell
 - 3. Leviton
 - 4. Lutron
 - 5. Wattstopper
- B. **General Description:** Suitable for operation in ambient temperatures ranging from minus 40 deg F (-40 deg C) to 130 deg F (54 deg C), UL 773A rated as rain tight.
 - 1. **Operation:** Turn lights on when sensing infrared energy changes between background and moving body in area of coverage; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 - 2. **Sensor Output:** Contacts rated to operate the connected relay, complying with UL 773A. Sensor shall be powered from relay unit.
 - 3. **Relay Unit:** Dry contacts rated for 20A ballast load at 120 and 277 V ac, for 13A tungsten at 120V ac, and for 1 hp at 120 V ac. Power supply to sensor shall be 24 V dc, 150 MA, Class 2 power source as defined by NFPA 70.

4. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outdoor junction box.
 - b. Relay: Internally mounted in a standard weatherproof electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
 5. Indicator: LED, to show when motion is being detected during testing and normal operation of the sensor.
 6. Bypass Switch: Override the on function in case of sensor failure.
 7. PIR sensing, incorporating a combination of heat and movement sensing to detect occupancy in the area of coverage.
- C. Detection Coverage: Up to 35 feet, with a field of view of 90 degrees.

2.3 OUTDOOR PHOTOCELL SWITCHES

- A. Subject to compliance with the contract documents, provide products from one of the following manufacturers:
 1. Acuity Brands
 2. Lighting Control & Design, Inc. (LC&D)
 3. Lutron
 4. Square D
 5. Wattstopper
- B. Solid state with SPST dry contacts rated for 1000 VA LED, to operate connected relay, contactor coils, microprocessor input, and complying with UL 773A.
 1. Light-Level Monitoring Range: 10 to 10,000 fc, with an adjustment for turn-on and turn-off levels within that range.
 2. Time Delay: variable, to prevent false operation.
 3. Surge Protection: Metal-oxide varistor type, complying with IEEE C62.41 for Category A1 locations.
 4. Mounting: Twist lock complying with IEEE C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the North sky exposure.

2.4 TIME SWITCHES (TIME CLOCKS)

- A. Subject to compliance with the contract documents, provide products from one of the following manufacturers:
 1. Intermatic, Inc.
 2. Hubbell Building Automation
 3. Leviton
 4. Lighting Control & Design, Inc. (LC&D)
 5. Square D
 6. Wattstopper
- B. Digital Time Switches: Electronic, solid-state programmable units with alphanumeric display complying with UL 917.
 1. Contact Configuration: SPST
 2. Contact rating: 20A LED load, 120 Vac

- a. Program: Single channel, 2 on-off set points on a 24-hour schedule, allowing different set points for each day of the week and an annual holiday schedule that overrides the weekly operation on holidays.
- b. Circuitry: Allow connection of a photoelectric relay to substitute for on and off function of a program.
- c. Astronomical Time: All channels.
- d. Battery Backup: For schedules and time clock.

2.5 CONTROL RELAYS

- A. General Purpose Relays: Rated 120/ 240 volt, 10A. Square D Class 8501 Type K plug in series with screw terminal socket.

2.6 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG.
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded copper conductors not smaller than No. 22 AWG.
- C. Class 1 Control Cable: Multiconductor cable with stranded copper conductors not smaller than No. 18 AWG.
- D. Install unshielded, twisted-pair cable for control and signal transmission conductors.

PART 3 - EXECUTION

3.1 SENSOR INSTALLATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- B. Install and aim sensors in locations to achieve at least 90 percent coverage of areas indicated. Install sensors in accordance with manufacturer's instructions. Do not exceed coverage limits specified in manufacturer's written instructions.
- C. Where sensors are integral to light fixtures, coordinate orientation and location of fixture with sensor position.

3.2 DEVICE INSTALLATION

- A. Arrangement of Devices: Group adjacent switches under single, multigang wall plates.

3.3 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 260519 - Low Voltage Electrical Power Conductors and Cables.
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 - Identification For Electrical Systems.
- B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with manufacturers' commissioning checklist.
 - 2. Operational Test: Verify actuation of each sensor and adjust time delays.
- B. Remove and replace lighting control devices where test results indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 SYSTEM STARTUP AND COMMISSIONING

- A. Commissioning shall take place prior to demonstration of system to Owner. After the system has been installed the Contractor shall provide manufacturer's recommended commissioning with factory trained and authorized technicians on-site, to:
 - 1. Verify that the contractor has properly installed and interconnected all necessary components.
 - 2. Verify correct operation of all system components.
 - 3. Verify that all switch and contact inputs are in compliance with contract requirements.
 - 4. Occupancy sensors and photo-sensors: Ensure that each sensor is correctly placed and oriented to provide the intended function. Adjust sensor location if unanticipated obstructions are present that impede the proper operation of the device.
 - 5. Occupancy Sensors: Adjust sensitivity and time delay of the occupancy sensor and test to ensure it provides appropriate response. Set initial time delay for 15 minutes.
 - 6. Dual Technology Type Occupancy Sensors: If interferences occur, disable either PIR or ultrasonic technology as appropriate for application.

7. Submit completed verification checklist.

3.7 OWNER'S INSTRUCTIONS AND SYSTEM DEMONSTRATION

A. System Demonstration

1. Schedule demonstration a minimum of two-weeks prior to system turn over and substantial completion. Schedule with owner's representative and electrical engineer.
2. Demonstrate complete system operation and contract compliance to designated owner's representative and engineer to prove system is functional and ready for comprehensive training.

B. System Instruction

1. The Contractor shall after one week (minimum) written notification to Architect conduct an instruction session during which all maintenance and operational aspects of the system will be described and demonstrated to personnel selected by the Owner. The session shall be conducted by a Contractor's representative thoroughly familiar with the characteristics of the system. O & M manual information regarding the system shall be turned over to the Architect prior to scheduling the instruction session.
2. Training shall utilize the following draft documents:
 - a. Draft O&M Manual
 - b. Contractor's record drawings
3. The training effort shall validate the O&M Manual and record drawing documentation.

END OF SECTION 260923

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.

1.3 DEFINITIONS

- A. SVR: Suppressed voltage rating.

1.4 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Panelboards shall withstand the effects of earthquake motions determined according to SEI/ASCE 7.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

1.5 SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - a. Verify space available with equipment sizes and code required working clearances prior to submitting shop drawings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.
 - 4. Short-circuit current rating of panelboards and overcurrent protective devices.
 - 5. Include evidence of NRTL listing for series rating of installed devices.
 - 6. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
 - 7. Include wiring diagrams for power, signal, and control wiring.

8. Include time-current coordination curves for each type and rating of overcurrent protective device included in panelboards. Submit on translucent log-log graph paper; include selectable ranges for each type of overcurrent protective device.
- C. Qualification Data: For qualified testing agency.
 - D. Seismic Qualification Certificates: Submit certification that panelboards, overcurrent protective devices, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
 - E. Field Quality-Control Reports:
 1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
 - F. Panelboard Schedules: For installation in panelboards.
 - G. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. Include the following:
 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA or an NRTL.
 1. Testing Agency's Field Supervisor: Currently certified by NETA to supervise on-site testing.
- B. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- C. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in CEC, by a qualified testing agency, and marked for intended location and application.
- E. Comply with NEMA PB 1.
- F. Comply with CEC.

1.7 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.
- B. Coordinate sizes and locations of concrete bases with actual equipment provided. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.

1.8 WARRANTY

- A. Provide certified letter from manufacturer indicating availability of replacement parts for a minimum period of ten (10) years.

1.9 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Keys: Two spares for each type of panelboard cabinet lock.
 - 2. Circuit Breakers Including GFCI =Type: Two spares for each panelboard.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Square D, General Electric, Cutler Hammer, Siemens, IEM.

2.2 GENERAL REQUIREMENTS FOR DISTRIBUTION, LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Fabricate and test panelboards according to IEEE 344 to withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- B. Enclosures: Flush or surface-mounted cabinets, as indicated on drawings or panel schedules.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 4X.
 - b. Outdoor Locations: NEMA 250, Type 4X.
 - 2. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Key identically.
 - 3. Where two cabinets are located adjacent to each other in finished areas, provide matching trim, same height.
 - 4. Where remote controlled switch or contactor is mounted in panelboard, mount on same frame as panelboard interior, with dedicated access door and key lock
 - 5. Finishes:

- a. Panels and Trim: galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.
 6. Directory Card: Inside panelboard door, mounted in transparent card holder, type written. Hand written is not acceptable.
- C. Incoming Mains Location: Top or bottom, as determined by contractor unless noted otherwise.
- D. Phase, Neutral, and Ground Buses:
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Panelboards shall have full ampacity bussing throughout and shall be full size in regard to number of possible pole spaces. Bussing shall be identified with phases reading left to right.
 3. Neutral bus shall be mounted independently of equipment ground bus, and in no case shall neutral bus be used as equipment ground bus, or vice versa.
 4. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box and located on back of panelboard. Shall have lug or lugs from equipment grounding conductor from switchboard or distribution board and screw type terminals for connection of equipment green ground wire in same quantity as number of poles in panel.
- E. Conductor Connectors: Suitable for use with conductor material and sizes.
1. Material: Hard-drawn copper, 98 percent conductivity.
 2. Main and Neutral Lugs: Compression type.
 3. Ground Lugs and Bus-Configured Terminators: Mechanical type, UL listed for both steel and aluminum.
- F. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.
- G. Future Devices: Mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.
- H. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, listed and labeled for series-connected short-circuit rating by an NRTL.
- I. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.
1. Minimum interrupting ratings shall be 14,000 (RMS Symmetrical) at 480/277V and 10,000 (RMS Symmetrical) at 208/120V.
- 2.3 OVERCURRENT PROTECTIVE DEVICES
- A. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 400 A and larger.
2. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.

B. Circuit breakers shall be the same manufacturer as panelboard.

C. Where spare is indicated, panelboard shall be provided with the specified branch circuit breaker, full ampacity bussing and mounting hardware. Where space is indicated, panelboard shall be provided with full ampacity bussing and mounting hardware to accommodate future installation of branch circuit breaker.

2.4 NAMEPLATES

A. Engraved nameplates per Section 260553 - Identification for Electrical Systems permanently attached to panelboard front. Include panel name with 1/4" letters, area served, voltage, phase and wire (e.g., 2N1, 208Y/120, 3 phase, 4 wire, 480Y/277, 3 phase, 4 wire) in 1/8 inch characters. When project has more than one switchboard include switchboard fed from (e.g., Fed from SWBD. 4BP).

B. Nameplate color: Normal system - white letters on black.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Receive, inspect, handle, and store panelboards according to NEMA PB 1.1.

B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.

C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install panelboards and accessories according to NEMA PB 1.1.

- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from panelboards.
- C. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- D. Mount top of trim 90 inches above finished floor unless otherwise indicated. The operable handle of the top-most circuit breaker, in on position shall not be higher than 79 inches above finished floor.
- E. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- F. Locate in dedicated spaces. Coordinate project construction so piping, ducts, etc. are routed around dedicated spaces above and in front of panelboards per code.
- G. Verify space available with equipment sizes and code required working clearances prior to installation.
- H. Install overcurrent protective devices and controllers not already factory installed.
 - 1. Set field-adjustable, circuit-breaker trip ranges.
- I. Install filler plates in unused spaces.
- J. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- K. Comply with NECA 1.

3.3 WIRING

- A. Conform to applicable sections of these specifications and NEMA PB 1.1. Conductors and terminations per Section 260519 Low-Voltage Electrical Power Conductors and Cables. Coverplates in open knockouts.
- B. Panelboards shall be wired and connected after installation at locations shown. Pre-wiring off site and splicing of branch circuit in wireway above or below panelboard is not permitted.

3.4 CIRCUIT INDEX AND LABELS

- A. Typed circuit index with odd circuits on left, even circuits on right, listing each circuit by number with complete load designation, (i.e. Receptacle room ___, lights room ___, etc.). Room names/numbers per actual room identification assigned by owner at project completion (assigned room numbers may differ from drawings). Mount inside door with transparent protective cover. Provide number labels on circuit breakers to match index.
- B. Install nameplate as per Part 2.

3.5 GROUNDING

- A. Provide per Section 260526 - Grounding and Bonding for Electrical Systems.

3.6 CABINET PAINTING

- A. Cabinets furnished prime painted: Field paint to match wall color.

3.7 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- C. Tests and Inspections:
 - 1. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 3. Perform the following infrared scan tests and inspections and prepare reports:
 - a. Initial Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each panelboard. Remove front panels so joints and connections are accessible to portable scanner.
 - b. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each panelboard 11 months after date of Substantial Completion.
 - c. Instruments and Equipment:
- D. Panelboards will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

3.8 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.

3.9 CLEANING

- A. Prior to final inspection, clean panelboard interiors, adjust trims, covers, hinges and locks and refinish marred or scratched covers to original conditions. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

3.10 PROTECTION

- A. Temporary Heating: Apply temporary heat to maintain temperature according to manufacturer's written instructions.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General-use switches.
2. Receptacles with ground-fault protective devices.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for occupancy sensors and timers.

1.2 DEFINITIONS

- A. Commercial/Industrial-Use Cord Reel: A cord reel subject to severe use in factories, commercial garages, construction sites, and similar locations requiring a harder service-type cord.
- B. UL 1472 Type I Dimmer: Dimmer in which air-gap switch is used to energize preset lighting levels.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Mission Bay Comfort Stations sites Ventura Cove and El Carmel.**

1.4 ACTION SUBMITTALS

A. Product Data:

1. Toggle switches.
2. Receptacles with GFCI device.

B. Shop Drawings:

1. Wiring diagrams for duplex straight-blade receptacles with integral switching means.

C. Field Quality-Control Submittals:

1. Field quality-control reports.

1.5 INFORMATIONAL SUBMITTALS

- A. Manufacturers' Instructions: Record copy of official installation instructions issued to Installer by manufacturer for the following:
 - 1. Receptacles with GFCI device.
- B. Sample warranties.

1.6 WARRANTY FOR DEVICES

- A. Special Manufacturer Extended Warranty: Manufacturer warrants that devices perform in accordance with specified requirements and agrees to provide repair or replacement of devices that fail to perform as specified within extended warranty period.
 - 1. Extended Warranty Period: Five years from date of Substantial Completion; full coverage for labor, materials, and equipment.

PART 2 - PRODUCTS

2.1 GENERAL-USE SWITCHES

- A. Toggle Switch:
 - 1. Manufacturers:
 - a. Hubbell Incorporated
 - b. EATON
 - 2. Regulatory Requirements:
 - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
 - b. Toggle switches to be made of stainless steel
 - 3. General Characteristics:
 - a. Reference Standards: UL CCN WMUZ and UL 20.
 - 4. Options:
 - a. Device Color: To be selected by Architect
 - b. Configuration:
 - 1) General-duty, 120-277 V, 20 A, single pole.
 - 5. Accessories:
 - a. Cover Plate: 0.060 inch (1.5 mm) thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
 - b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

- B. General-Grade, Weather-Resistant, Tamper-Resistant Duplex Straight-Blade Receptacle with GFCI Device:
1. Manufacturers:
 - a. Hubbell Incorporated
 - b. Or Equal.
 2. Regulatory Requirements:
 - a. Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
 3. General Characteristics:
 - a. Reference Standards: UL CCN KCXS, UL 498, and UL 943.
 4. Options:
 - a. Device Color: Per architect's selection.
 - b. Configuration: Heavy-duty, NEMA 5-20R.
 5. Accessories:
 - a. Cover Plate: 0.060 inch (1.5 mm) thick, high-impact thermoplastic (nylon) with smooth finish and color matching wiring device; from same manufacturer as wiring device.
 - b. Securing Screws for Cover Plate: Metal with head color matching wallplate finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receptacles:
1. Verify that receptacles to be procured and installed for Owner-furnished equipment are compatible with mating attachment plugs on equipment.

3.2 INSTALLATION OF SWITCHES

- A. Comply with manufacturer's instructions.
- B. Reference Standards:
1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
 2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
 3. Consult Architect for resolution of conflicting requirements.
- C. Identification:

1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."

3.3 INSTALLATION OF STRAIGHT-BLADE RECEPTACLES

- A. Comply with manufacturer's instructions.
- B. Reference Standards:
 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' instructions, comply with installation instructions in NECA NEIS 130.
 2. Mounting Heights: Unless otherwise indicated in Contract Documents, comply with mounting heights recommended in NECA NEIS 1.
 3. Receptacle Orientation: Unless otherwise indicated in Contract Documents, orient receptacle to match configuration diagram in NEMA WD 6.
 4. Consult Architect for resolution of conflicting requirements.
- C. Identification:
 1. Identify cover or cover plate for device with panelboard identification and circuit number in accordance with Section 260553 "Identification for Electrical Systems."
- D. Interfaces with Other Work:
 1. Do not install Type 3 SPD, including surge-protected relocatable taps and power strips, on branch circuit downstream of GFCI device.

3.4 FIELD QUALITY CONTROL OF SWITCHES

- A. Field tests and inspections must be witnessed by authorities having jurisdiction.
- B. Tests and Inspections:
 1. Perform tests and inspections in accordance with manufacturers' instructions.
- C. Nonconforming Work:
 1. Unit will be considered defective if it does not pass tests and inspections.
 2. Remove and replace defective units and retest.
- D. Assemble and submit test and inspection reports.

3.5 FIELD QUALITY CONTROL OF STRAIGHT-BLADE RECEPTACLES

- A. Field tests and inspections must be witnessed by authorities having jurisdiction.
- B. Tests and Inspections:

1. Insert and remove test plug to verify that device is securely mounted.
2. Verify polarity of hot and neutral pins.
3. Measure line voltage.
4. Measure percent voltage drop.
5. Measure grounding circuit continuity; impedance must be not greater than 2 ohms.
6. Perform additional installation and maintenance inspections and diagnostic tests in accordance with NECA NEIS 130 and manufacturers' instructions.

C. Nonconforming Work:

1. Device will be considered defective if it does not pass tests and inspections.
2. Remove and replace defective units and retest.

D. Assemble and submit test and inspection reports.

3.6 PROTECTION

A. Devices:

1. Schedule and sequence installation to minimize risk of contamination of wires and cables, devices, device boxes, outlet boxes, covers, and cover plates by plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other materials.
2. After installation, protect wires and cables, devices, device boxes, outlet boxes, covers, and cover plates from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

B. Connectors, Cords, and Plugs:

1. After installation, protect connectors, cords, and plugs from construction activities. Remove and replace items that are contaminated, defaced, damaged, or otherwise caused to be unfit for use prior to acceptance by Owner.

END OF SECTION 262726

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes the following types of LED luminaires:
 - 1. Surface mount, linear.
 - 2. Materials.
 - 3. Finishes.
 - 4. Luminaire support.
- B. Related Requirements:
 - 1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaires.

4. Include emergency lighting units, including batteries and chargers.
 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
 6. Photometric data and adjustment factors based on laboratory tests, complying with IES Lighting Measurements Testing and Calculation Guides, of each luminaire type. The adjustment factors shall be for lamps and accessories identical to those indicated for the luminaire as applied in this Project.
 - a. **Manufacturers' Certified Data:** Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. **Shop Drawings:** For nonstandard or custom luminaires.
1. Include plans, elevations, sections, and mounting and attachment details.
 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Include diagrams for power, signal, and control wiring.
- C. **Product Schedule:** For luminaires and lamps. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

- A. **Coordination Drawings:** Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Luminaires.
 2. Suspended ceiling components.
 3. Partitions and millwork that penetrate the ceiling or extend to within 12 inches of the plane of the luminaires.
 4. Structural members to which luminaires will be attached.
 5. Initial access modules for acoustical tile, including size and locations.
 6. Items penetrating finished ceiling, including the following:
 - a. Other luminaires.
 - b. Air outlets and inlets.
 - c. Sprinklers.
 - d. Access panels.
 7. Moldings.
- B. **Seismic Qualification Certificates:** For luminaires, accessories, and components, from manufacturer.
1. **Basis for Certification:** Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. **Dimensioned Outline Drawings of Equipment Unit:** Identify center of gravity and locate and describe mounting and anchorage provisions.
- C. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. **Product Certificates:** For each type of luminaire.

- E. Product Test Reports: For each luminaire, for tests performed by manufacturer and witnessed by a qualified testing agency.
- F. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
 - 1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Lamps: Ten for every 100 of each type and rating installed. Furnish at least one of each type.
 - 2. Diffusers and Lenses: One for every 100 of each type and rating installed. Furnish at least one of each type.
 - 3. Globes and Guards: One for every 20 of each type and rating installed. Furnish at least one of each type.

1.8 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Provide luminaires from a single manufacturer for each luminaire type.
- C. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.10 WARRANTY

- A. Warranty: Manufacturer agrees to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Luminaires and lamps shall be labeled vibration and shock resistant.
 - 1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified and the luminaire will be fully operational during and after the seismic event."

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Standards:
 - 1. ENERGY STAR certified.
 - 2. UL Listing: Listed for wet location.
 - 3. Corrosion-resistant fixture.
 - 4. Vandal-resistant fixture.
- C. CRI of 80. CCT of 4000 K.
- D. Rated lamp life of 50,000 hours to L70.
- E. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- F. Internal driver.
- G. Nominal Operating Voltage: 120Vac as indicated on Drawings.
 - 1. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- H. Housings: as indicated in Luminaire Schedule on Drawings.

2.3 SURFACE MOUNT, LINEAR

- A. Manufacturer: Subject to compliance with requirements, provide product by one of the following:
 - 1. Philips.
 - 2. Or, approved equal.
- B. Minimum 2500 lumens. Minimum allowable efficacy of 85 lumens per watt.
- C. Integral junction box with conduit fittings.

2.4 MATERIALS

- A. Metal Parts:

1. Free of burrs and sharp corners and edges.
 2. Sheet metal components shall be steel unless otherwise indicated.
 3. Form and support to prevent warping and sagging.
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- C. Diffusers and Globes:
1. As indicated in Luminaire Schedule on Drawings.
 2. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 3. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- D. Housings: as indicated in Luminaire Schedule on Drawings.
- E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
1. Label shall include the following lamp characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter, shape, size, wattage, and coating.
 - c. CCT and CRI for all luminaires.

2.5 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.6 LUMINAIRE SUPPORT

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for channel and angle iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- C. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage (2.68 mm).
- D. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- E. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before luminaire installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- E. Wall-Mounted Luminaire Support:
 - 1. Attached to structural members in walls.
 - 2. Do not attach luminaires directly to gypsum board.
- F. Ceiling-Mounted Luminaire Support:
 - 1. Ceiling mount with two 5/32-inch-diameter aircraft cable supports adjustable to 120 inches in length.
- G. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.3 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.

2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
 - B. Luminaire will be considered defective if it does not pass operation tests and inspections.
 - C. Prepare test and inspection reports.

END OF SECTION 265100

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

_____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project Name: El Carmel Comfort Station Improvements

WBS No.: B-18226.02.06

Project Location-Specific: The project site is located within the El Carmel area of Mission Bay Park along El Carmel Place, San Diego, CA 92109 (Council District 2).

Project Location-City/County: San Diego/San Diego

Description of nature and purpose of the Project: The project will demolish and replace an existing 1,055 square-foot comfort station with a new, pre-fabricated comfort station inclusive of bathroom stalls, sinks, showers, storage and security lighting; install public utility improvements to service the comfort station and future electric vehicle charging stations; resurface and restripe approximately 1,485 square feet (SF) of the existing parking lot inclusive of Americans with Disabilities Act (ADA) accessibility modifications; demolish and replace approximately 538 SF of sidewalk; construct approximately 940 SF of new ADA-compliant sidewalks and curb ramps; remove two palm trees adjacent to the comfort station; and replace approximately 1,650 SF of ornamental landscaping around the comfort station perimeter. All repair and resurface work will occur within existing paved parking lot and developed areas.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego
Engineering and Capital Projects Department
Contact: Jerry Jakubauskas, Senior Planner
Email/Phone: JJakubauskas@sandiego.gov / (619) 533-3755
525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

Exempt Status: (CHECK ONE)

- () Ministerial (Sec. 21080(b)(1); 15268);
- () Declared Emergency (Sec. 21080(b)(3); 15269(a));
- () Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- (X) Categorical Exemption: 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); and 15303 (New Construction or Conversion of Small Structures)
- () Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in State CEQA Guidelines, Sections 15301 (Existing Facilities), which allows for repair, maintenance, or minor alteration of structures, facilities, and topographical features involving negligible or no expansion of existing or former use including resurfacing, restriping, sidewalks and similar facilities to allow for installation of ADA improvements; 15302 (Replacement or Reconstruction), which allows for replacement or reconstruction of existing structures and facilities involving negligible or no expansion of capacity such as a comfort station and existing utility systems; 15303 (New Construction or Conversion of Small Structures) which allows for construction and location of limited numbers of new, small facilities, or structures such as utility extensions and sidewalks; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Jerry Jakubauskas

Telephone: (619) 533-3755

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

Carrie Purcell

Carrie Purcell, Assistant Deputy Director

May 26, 2022

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

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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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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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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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.

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

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)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
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:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>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</small>			

Fire Hydrant Meter Removal Request	Requested Removal Date:
Provide Current Meter Location if Different from Above:	
Signature:	Title: Date:
Phone: ()	Pager: ()

City Meter	Private Meter
Contract Acct #:	Deposit Amount: \$ 936.00 Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05 Meter Make and Style: 6-7
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP



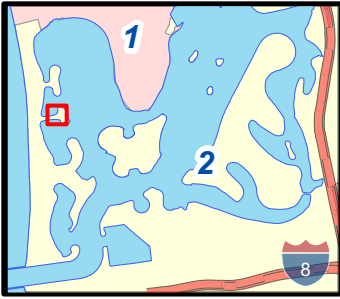
Engineering & Capital Projects

EL CARMEL COMFORT STATION IMPROVEMENTS

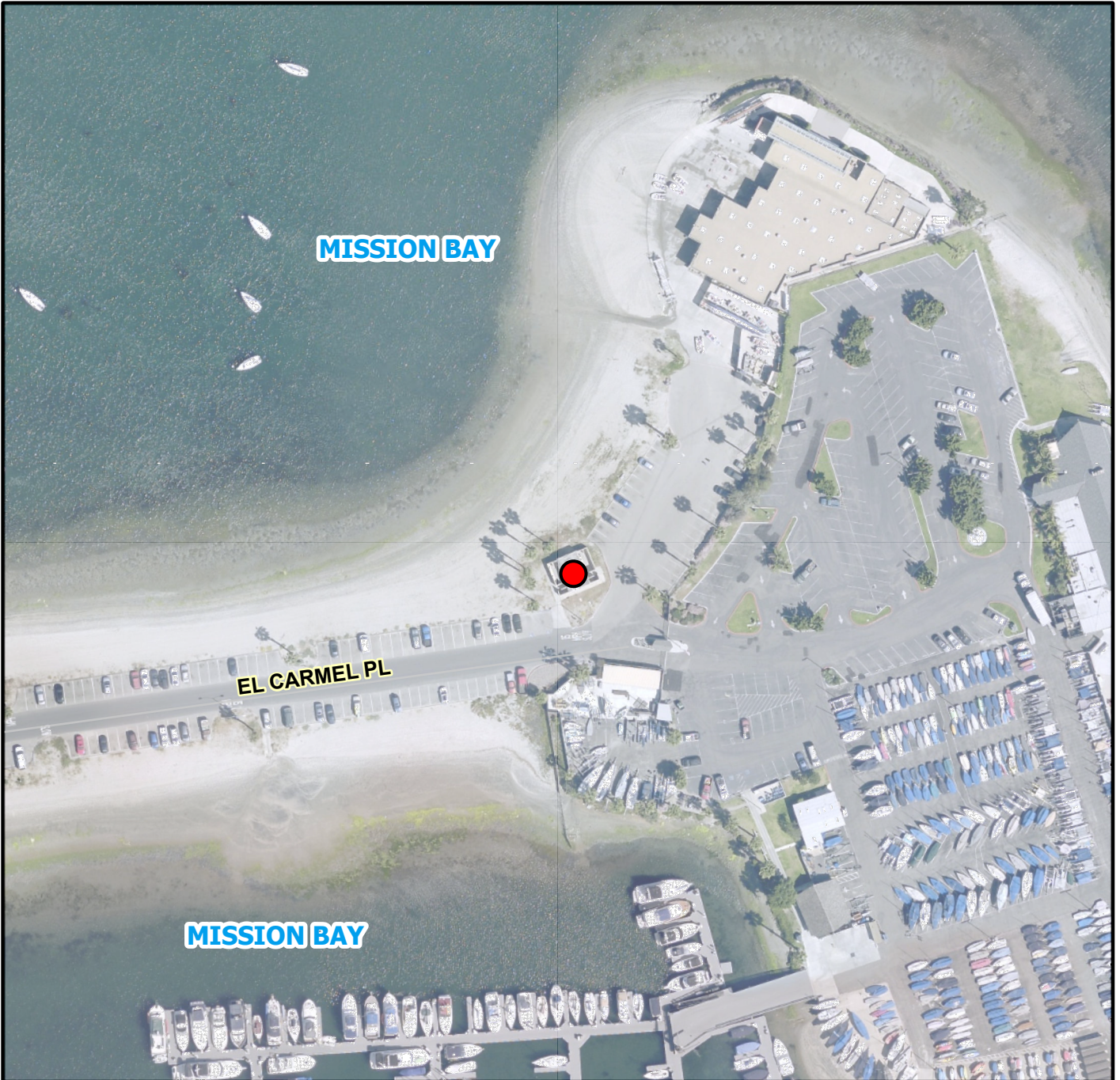
PROJECT OFFICER II
DARREN GENOVA
619-533-4601

PROJECT MANAGER
LING CHAN
619-533-4670

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sanidiego.gov



PROJECT LOCATION MAP



Legend

 Project Location



COMMUNITY NAME: MISSION BAY PARK

COUNCIL DISTRICT: 2

SAP ID: B-18226

Date: 6/9/2023

ARCHITECTURAL ENGINEERING & PARKS DIVISION



Mission Bay El Carmel Comfort Station Improvements

K-24-2213-DBB-3

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APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
• Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

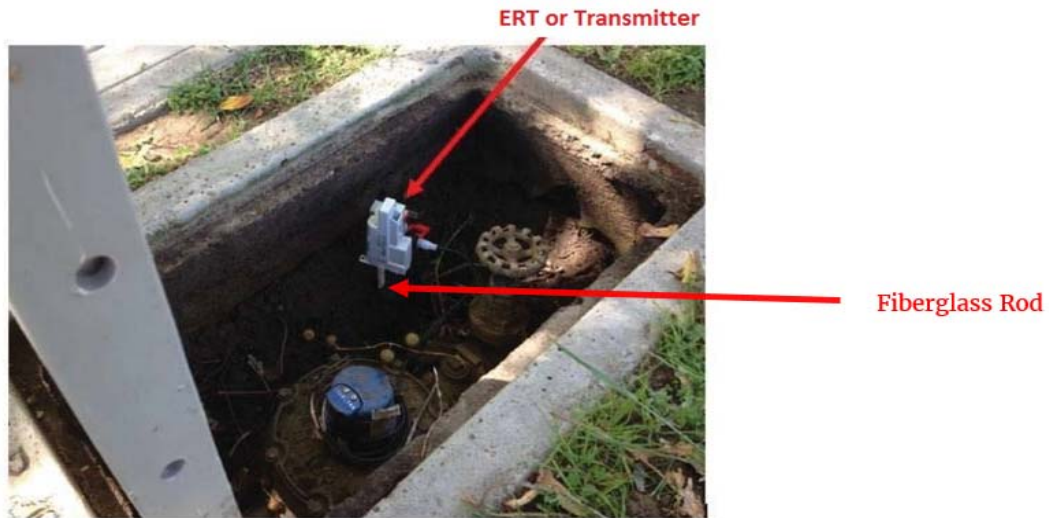


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Dick Miller Inc.**, herein called "Contractor" for construction of **Mission Bay El Carmel Comfort Station Improvements; K-24-2213-DBB-3** in the total amount of TWO MILLION TWO HUNDRED FIFTY THREE THOUSAND THREE HUNDRED FIFTY THREE DOLLARS AND TWENTY TWO CENTS (\$2,253,353.22).

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

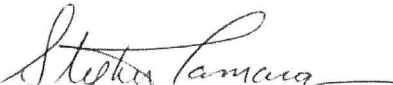
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Mission Bay El Carmel Comfort Station Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **B-18226**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Mission Bay El Carmel Comfort Station Improvements**, Bid Number **K-24-2213-DBB-3** San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.


CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Dept.

Print Name: Dana Fairchild
Deputy City Attorney

Date: 1/24/2024

Date: 1/31/2024

CONTRACTOR

By Glen Bullock
Digitally signed by Glen Bullock
DN: cn=Glen Bullock, o=City of San Diego, ou=City of San Diego, email=gbullock@cityofsandiego.gov, c=US
Date: 2023.11.20 16:50:23-0800

Print Name: Glen F Bullock

Title: President

Date: 11/20/2023

City of San Diego License No.: B20140044558

State Contractor's License No.: 380204

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

**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

The bidder, being first duly sworn, deposes and says that he or she is authorized by 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.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

This company 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.

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act". of the project specifications, and that:

This company 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.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

Mission Bay El Carmel Comfort Station Improvements

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2213-DBB-3**; SAP No. (WBS) **B-18226** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- 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 | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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 ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| 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.

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller, Inc. as Principal, and The Ohio Casualty 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

Mission Bay El Carmel Comfort Station Improvements K-24-2213-DBB-3

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

SIGNED AND SEALED, this 3rd day of October, 2023

Dick Miller, Inc. (SEAL)
(Principal)

The Ohio Casualty Insurance Company (SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
Bart Stewart - Attorney-in-Fact



(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**PLEASE SEE ATTACHED
CALIFORNIA CERTIFICATE**

10, 17, 2023



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206236 - 969556

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

all of the city of Encinitas state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On October 3, 2023 before me, Genevieve Sistar, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bart Stewart
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Genevieve Sistar

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of San Diego

On 10/17/2023 before me, Hamid Emadian Naeini, Notary Public
(Here insert name and title of the officer)

personally appeared GLEN F. BULLOCK

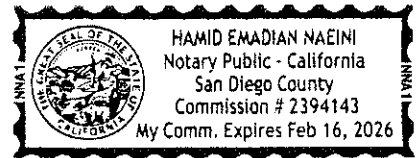
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Hamid Emadian Naeini
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/17/23

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
CONTRACTOR
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

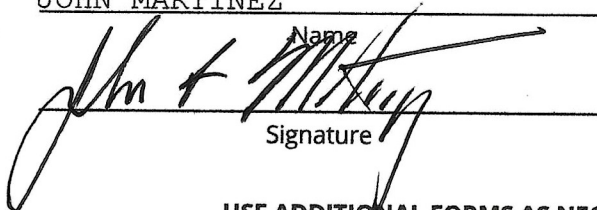
CHECK ONE BOX ONLY.

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

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

Contractor Name: DICK MILLER INC.

Certified By JOHN MARTINEZ Title SR. ESTIMATOR


Name
Signature

Date 10/16/2023

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
GLEN F. BULLOCK		DICK MILLER INC.	
Street Address	City	State	Zip
930 BOARDWALK STE H	SAN MARCOS	CA.	92078
Contact Person, Title		Phone	Fax
JOHN MARTINEZ SR. ESTIMATOR		951-216-4070	760-471-6178

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
GLEN F. BULLOCK	PRESIDENT
City and State of Residence	Employer (if different than Bidder/Proposer)
SAN MARCOS CA.	
Interest in the transaction	
100%	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

JOHN MARTINEZ SR ESTIMATOR _____

Print Name, Title



Signature

10/16/2023 _____

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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 Names of the Principal Individual owner(s).

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

NAME	TITLE
GLEN F. BULLOCK	PRESIDENT

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

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, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: DICK MILLER INC .

Certified By JOHN MARTINEZ Title SR. ESTIMATOR


 Name
 Signature

Date 10/16/2023

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
CHRISTOPHER HINDS	CO-CEO
Ryan Swenson	CO-CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: ACE ELECTRIC

Certified By: Brian Barrett Title: ESTIMATOR

Name
Brian Barrett
 Signature
 Date: 10/17/2023

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
TIM MARTIN	OWNER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: PRECISION STRIPING

Certified By: JOHN MARTINEZ Title: SR. ESTIMATOR


 Name _____ Date 10/17/2023
 Signature _____

****USE ADDITIONAL FORMS AS NECESSARY****

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Scott Nelson	Estimator

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Seal Right Paving Inc.

Certified By: Scott Nelson Title: Estimator

[Signature] Name Date: 10/17/23

Signature

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Charles E. Kaufman IV - Public Restroom Company	President
Catherine Sherin - Public Restroom Company	Chief Operating Officer

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Public Restroom Company

Certified By Charles E. Kaufman IV Title President

Name
 Date 10/17/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
BRIAN PRATT	OWNER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: PRATT EQUIPMENT

Certified By JOHN MARTINEZ Title SR. ESTIMATOR


 Name
 Signature

Date 10/16/2023

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: Bfriedenreic@sandiego.gov
Phone No. (619) 533-3104

ADDENDUM A



FOR

MISSION BAY EL CARMEL COMFORT STATION IMPROVEMENTS

BID NO.:	<u>K-24-2213-DBB-3</u>
SAP NO. (WBS):	<u>B-18226</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>GG</u>

BID DUE DATE:

**2:00 PM
OCTOBER 17, 2023**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

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

RALPH J. ROESLING
1) Licensed Architect

9/29/23
Date

Seal:



[Signature]
2) For City Engineer

09/29/2023
Date

Seal:



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. BIDDER'S QUESTIONS

Q1. Prefabricated restroom lead time is typically 240 calendar days after all approved submittals. Can the contract timeline be extended to meet this?

A1. This project is subject to a summer construction moratorium which starts on Memorial Day (5/27/2024) and ends on Labor Day (9/2/2024). Due to project construction constraints, the City requests that the Contractor and suppliers work to reduce lead times in order to accomplish the construction schedule within allowable construction period. The City will work with the selected contractor to extend the period from LNTP to issuance of NTP for up to 3 months (60 working days) to allow additional time for submittals and material approvals for the pre-fabricated comfort station. This period of time is not counted as working days. In addition, work is not allowed on site during the summer construction moratorium, however the contractor and suppliers can work on obtaining permit approvals and fabrication of prefabricated comfort station during this time. The contractor shall utilize the summer moratorium period to allow off-site work to occur. It is highly recommended that the awarded contractor work with the manufacturer as early in the process as possible to develop a schedule for submittals, permitting approvals, and manufacturing lead time of the pre-fabricated building while other on site construction operations are performed and coordinate sequencing of work to utilize these two periods where non-site construction work can occur. The Contractor shall refer to sequence of work as indicated in amended SSP 6-1.1 Construction Schedule, 6-1.2 Commencement of the Work, and 6-2.1 Moratoriums. (See item C included in this Addendum.)

C. ATTACHMENTS

1. To Attachment A, Section 1, **SCOPE OF WORK**, page 21, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. **SCOPE OF WORK:** Work includes demolition of existing restroom facility and existing paving from parking lot to building, grading, drainage, utilities, installation of paving, temporary portable restrooms and washing stations , and a prefabricated comfort station.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **0100209-01-D** through **0100209-31-D**, inclusive.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Section2, SCOPE OF THE WORK, Section 2-2, **PERMITS, FEES, AND NOTICES**, Item 2, page 49, **ADD** the following:
 - b. Separate Permit – Prefabricated comfort station
 - c. Demolition Permit
2. To Attachment E, Section2, SCOPE OF THE WORK, Section 2-2.3, **Payment**, page 49, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2-2.3 **Payment.** To the “WHITEBOOK”, item 1, **DELETE** in its entirety and **ADD** the following:
 1. The payment for procuring Building Permit and any related permits which includes the Separate Permit for Prefabricated Comfort Station and Demolition Permit shall be included in the Allowance Bid item for **“Building Permits”**.
3. To Attachment E, **SECTION 3, CONTROL OF THE WORK**, page 50, **ADD** the following:
 - 3-12.1.2 **Sanitation** To the “WHITEBOOK”, **ADD** the following:
 2. The contractor shall provide portable restrooms (1 standard and 1 ADA accessible) and 2 handwashing stations during the restroom closure. The Contractor shall coordinate with City Resident Engineer and City Parks and Recreation staff

regarding location of portable facilities. Restrooms need to be maintained clean every day, wastewater disposed twice a week, and refill all consumables semi-monthly. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

4. To Attachment E, SECTION 6, PROSECUTION AND PROGRESS OF THE WORK, **Subsection 6-1.1, Construction Schedule**, page 59, **ADD** the following:

4. From issuance of Limited Notice to Proceed (LNTP), Contractor is encouraged to work with the prefabricated comfort station manufacturer as early in the process as possible to develop a schedule for submittal, permitting approvals, and manufacturing lead time of the prefabricated building. During this period the Contractor shall submit to the City for review and approval prefabricated comfort station submittals, Traffic Control Plan and Water Pollution Control Plan. These three submittals are mandatory to schedule the Pre-construction meeting and required prior to issue the Notice to Proceed (NTP) letter.

A. Submittals:

a. Upon issuance of Limited Notice to Proceed and prior to issuance of Notice to Proceed (NTP), the Contractor shall coordinate with the prefabricated comfort station manufacturer to provide all submittals, plans, and calculations for the prefabricated comfort station and work to obtain permit approvals for prefabricated comfort station. Additional submittals including but not limited to the following: detailed Schedule of Values, construction access plans (written plan for staging, crane scheduling, demolition & removal, material uploading), Traffic Control Plan and Water Pollution Control Plan (WPCP) shall also be submitted and approved during this period prior to issuance of NTP.

B. Construction:

Due to anticipated long lead time of the prefabricated comfort station building, the Contractor shall follow the following sequence of work:

- a. Begin fabrication of the comfort station upon issuance of permit approvals.
- b. The contractor shall pull the demolition permit for the existing comfort station during the 60 working days prior to the beginning of demolition activities.
- c. Demolition of the existing comfort station shall not occur prior to the end of the Summer Beach moratorium. Commencement of demolition work shall occur after Labor Day (9/2/2024).
- d. Prior to demolition of the existing comfort station building, the contractor shall provide 2 portable restrooms (1 standard and 1 ADA accessible) and 2 handwashing stations during the restroom closure. The temporary portable restrooms will be serviced daily in the morning before 7AM.
- e. Installation of barricades around the work area to assure public safety prior to initiation of on-site work.
- f. Installation of BMPs in accordance with the WPCP.
- g. Underground utilities procurement and installation.
- h. Foundation excavation and construction.
- i. Construction of all features of the El Carmel Comfort Station project in preparation to receive the prefabricated building by the end of the project as one of the final activities.

- j. Delivery and installation of the prefabricated comfort station.
 - k. Walk through and punch list activities.
- 5. To Attachment E, **SECTION 6, PROSECUTION AND PROGRESS OF WORK**, page 59, **ADD** the following:
 - 6-1.2 Commencement of the Work.** To the “WHITEBOOK”, item 2, **ADD** the following:
 - d) Up to 60 Working Days from the LNTP for the preparation of submittals, and obtaining permit approvals for the prefabricated comfort station.
- 6. To Attachment E, **SECTION 6, PROSECUTION AND PROGRESS OF WORK**, page 59, **ADD** the following:
 - 6-2.1 Moratoriums.** To the “WHITEBOOK”, item 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 1. During the summer moratorium period specified in the Special Provisions, the contractor shall stop all on site construction work and completely demobilize all construction related activity, equipment, and materials within the stated limits prior to the beginning of the moratorium periods at no additional cost to the City. Complete any work that has been started prior to the start of the moratorium. During the moratorium period, off site work such as obtaining permits, off-site fabrication, and coordination with suppliers shall occur. Contract days will not be counted during the moratorium period.
- 7. To Attachment E, **SECTION 7, MEASUREMENT AND PAYMENT**, Subsection, **7-3.1, General**, item3, page 60, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 2. The Lump Sum Bid Item for “**Construction of Mission Bay Park El Carmel Comfort Station Improvement Project**” shall include, and not be limited to, demolition of existing restroom

building, installation of new prefabricated restroom, ADA sidewalk and parking spaces upgrades, site preparation for prefabricated restroom including over excavation and re-compaction and utilities (sewer, water, roof drain, and electrical), site furnishings, site grading, paving, drainage, utilities, temporary portable restrooms and washing stations, and other park amenities as shown on Plans, and not be limited to, as specified in the Plans, Contract Documents, Technical specifications and SSP.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *September 29, 2023*
San Diego, California

RA/TD/ker

Bid Results

Bidder Details

Vendor Name Dick Miller Inc.
Address 930 Boardwalk, Suite H
 San Marcos, California 92078
 United States
Respondee JOHN MARTINEZ
Respondee Title SR. ESTIMATOR
Phone 951-216-4070
Email JMARTINEZ@DMIUSA.NET
Vendor Type DVBE, CADIR, SLBE, MALE, SDVSB, CAU
License # 380204
CADIR 1000004547

Bid Detail

Bid Format Electronic
Submitted 10/17/2023 1:47 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 349436

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
CONTRACTORS CERT PENDING ACTIONS.pdf	CONTRACTORS CERT PENDING ACTIONS.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
MDOBI.pdf	MDOBI.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
DEBAR PRIME.pdf	DEBAR PRIME.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR
all sub debar.pdf	all sub debar.pdf	DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
bond.pdf	bond.pdf	Bid Bond

Subcontractors

Showing 5 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Ace Electric, Inc. PO Box 601071 San Diego, California 92160	ELECTRICAL CONTRACTOR	835109	1000001519	\$20,000.00	PQUAL, Local
Pratt Equipment Corp. PO Box 2546 Vista, California 92085	DEMO, GRADING, SAWCUTTING, TRENCHING, SLBE CONTRACTOR	847624	1000016735	\$148,500.00	SDB, SLBE, Local
Precision Striping, Inc. 545 W. Bradley Avenue El Cajon, California 92020	STRIPING & SIGNAGE SLBE CONTRACTOR	1026547	1000051515	\$3,500.00	CADIR, SDB, MALE, LAT, SLBE, Local
Public Restroom 2587 Business Pkwy Minden, Nevada 89423	INSTALL PREFAB RESTROOM CONTRACTOR	822966	1000005303	\$134,630.00	
SealRight Paving, Inc. 9053 Olive Dr. Spring Valley, California 91977	ASPHALT PAVING, SLBE CONTRACTOR	364113	1000039542	\$20,473.49	MBE, CADIR, DBE, MALE, LAT, PQUAL, SLBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$2,253,353.22		
1	524126		Bonds (Payment and Performance)	LS	1	\$48,100.00	\$48,100.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
3	238910		Construction of Mission Bay Park El Carmel Comfort Station Improvement project	LS	1	\$1,988,553.22	\$1,988,553.22	Yes	
4	238910		Mobilization	LS	1	\$85,000.00	\$85,000.00	Yes	
5			Field Orders (EOC Type II)	AL	1	\$70,000.00	\$70,000.00	Yes	
6	237310		Traffic Control and Engineered Traffic Control Plans	LS	1	\$3,250.00	\$3,250.00	Yes	
7	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
8	541330		WPCP Development	LS	1	\$1,950.00	\$1,950.00	Yes	
9	237310		WPCP Implementation	LS	1	\$6,500.00	\$6,500.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$2,253,353.22
Grand Total	\$2,253,353.22