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: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426
F. Marquez / R. Escobar Jr. / N. Alkuree

BIDDING DOCUMENTS

e - Bidding

FOR

CLAY NEIGHBORHOOD PARK IMPROVEMENTS

BID NO.: **K-25-2407-DBB-3**
SAP NO. (WBS/IO/CC): **B-22047**
CLIENT DEPARTMENT: **1714**
COUNCIL DISTRICT: **9**
PROJECT TYPE: **GA**
STATE PROJECT NO.: **SG-37046**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PROJECT LABOR AGREEMENT
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP
- THIS IS AN OFFICE OF GRANTS AND LOCAL SERVICES (OGLAS) GRANT STATE-FUNDED CONTRACT THROUGH CALIFONIA STATE PARKS

BID DUE DATE:

2:00 PM
APRIL 29, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

ENGINEER OF WORK

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

1) Registered Landscape Architect — 3/13/2025 Date — Seal:

2) For City Engineer — 03/14/2025 Date — Seal:

TABLE OF CONTENTS

SECTION **PAGE**

1. REQUIRED DOCUMENTS SCHEDULE....4
2. NOTICE INVITING BIDS....6
3. INSTRUCTIONS TO BIDDERS....10
4. PERFORMANCE AND PAYMENT BONDS....20
5. ATTACHMENTS:
   - A. SCOPE OF WORK....23
   - B. RESERVED....25
   - C. EQUAL OPPORTUNITY CONTRACTING PROGRAM....26
   - D. PREVAILING WAGE....46
   - E. SUPPLEMENTARY SPECIAL PROVISIONS....51
     1. Appendix A - Notice of Exemption....214
     2. Appendix B - Fire Hydrant Meter Program....217
     3. Appendix C - Materials Typically Accepted by Certificate of Compliance....231
     4. Appendix D - Sample City Invoice....233
     5. Appendix E - Location Map....235
     6. Appendix F - Adjacent Project Map....237
     7. Appendix G - Monthly Drinking Water Discharge Monitoring Form....239
     8. Appendix H - Hazardous Waste Label/Forms....242
     9. Appendix I - Sample of Public Notice....248
     10. Appendix J - Advanced Metering Infrastructure (AMI) Device Protection....250
     11. Appendix K - SWPPP Construction BMP Maintenance Log....257
   - F. IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)....260
   - G. CONTRACT AGREEMENT....264
   - H. PROJECT LABOR AGREEMENT....267
6. CERTIFICATIONS AND FORMS....329

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.	Contractor's Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Subcontractors For Alternates	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
11.	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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
14.	PLA Forms • Letter of Assent • Job Coordinator Designation Form	Within 10 working days of receipt by bidder of NOI	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 **Clay Neighborhood Park 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 **$5,560,000.00**.

4. **BID DUE DATE AND TIME ARE: April 29, 2025** 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. **PROJECT LABOR AGREEMENT:**

7.1. This work is covered by a Citywide Project Labor Agreement (PLA) entered into by the City of San Diego, the San Diego Building and Construction Trades Council and signatory Craft Unions, included herein as Attachment H.

This work will provide many opportunities for local residents and local small business enterprises to participate. It is the City's policy that contractors will cooperate with all efforts of the City, the Project Labor Coordinator, the Jobs Coordinator, and other organizations retained by the City to encourage and assist in the participation of Local, Targeted and/or Veteran workers.

7.2. **LETTER OF ASSENT.** The Contractor and all subcontractors agree to be bound by the PLA by submitting a Letter of Assent (PLA Attachment B) to the City's Project Labor Coordinator. The Contractor shall submit its Letter of Assent as a condition of award and all subcontractors shall submit their Letter of Assent before commencing any Work on the Project.

7.3. **PRE-JOB CONFERENCE.** Each contractor, regardless of tier, is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work.

The Prime Contractor is responsible for facilitating and scheduling their own pre-job conferences and for facilitating, scheduling, and ensuring that all its subcontractors conduct a pre-job conference.

7.4. JOBS COORDINATOR. The Contractor will be required to hire a Jobs Coordinator, an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5, to assist with fulfilling the Work Opportunities Program as set forth in Article 22, and to assist with Helmets to Hardhats participation as set forth in Article 23.

Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor, pursuant to the PLA, Article 22 Section 22.2 (f). The Contractor shall submit a Jobs Coordinator Designation Form as a condition of award.

8. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

8.1. 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 **7.6%**
2. ELBE participation **9.4%**
3. Total mandatory participation **17.0%**

8.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on PlanetBids.

8.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:

8.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR

8.3.2. 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 5PM 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.

9. NON-MANDATORY PRE-BID MEETING:

9.1. ONLINE PRE-BID MEETING:

Prospective Bidders are **Encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Thursday, April 10, 2025,** at **10:00 AM** (PST) at:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 241 610 972 146
Passcode: Dz66k8WL

Dial in by phone

+1 945-468-5511,,434676188# United States, Dallas
Find a local number
Phone conference ID: 434 676 188#
For organizers: Meeting options | Reset dial-in PIN

Please Note: You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

10. AWARD PROCESS:

10.1. 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.

10.2. 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.

10.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee andDAYapproval as to form by the City Attorney's Office.

10.4. The low Bid will be determined by the Base Bid, plus all the Alternates.

10.5. Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone or for the Base Bid plus one or more Alternates.

11. SUBMISSION OF QUESTIONS:

11.1. 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:

Rosa I. Riego at RRiego@sandiego.gov

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

11.3. 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.

11.4. 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.

12. ADDITIVE/DEDUCTIVE ALTERNATES:

12.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

12.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

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/ 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 and 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 on line. City staff may then begin reviewing the submissions for responsiveness, EOCP 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/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 8 (CA MUTCD Rev 8) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD032324-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ ***Electronic updates to the Standard Drawings may also be found in the link above		

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 §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.

BOND NO. 024284837
PREMIUM: $35,757.00

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 **Five Million Four Hundred Fifty One Thousand Eight Hundred Eighty Two Dollars And Zero Cents ($5,451,882.00)** for the faithful performance of the annexed contract, and in the sum of **Five Million Four Hundred Fifty One Thousand Eight Hundred Eighty Two Dollars And Zero Cents ($5,451,882.00** 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.

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

CONTRACTOR Dick Miller, Inc.

By: _____

Print Name: Glen F Bullock

Date: 5/29/2025

THE CITY OF SAN DIEGO

By: _____

Print Name: Berric Doringo
Deputy Director
Purchasing & Contracting Department

Date: 8/29/2025

SURETY The Ohio Casualty Insurance Company

By: _____

Print Name: Bart Stewart
Attorney-In-Fact

Date: May 29th, 2025

790 The City Drive S., Ste 200, Orange, CA 92868
Local Address of Surety

(858) 255-3988
Local Phone Num ber of Surety

$35,757.00
Premium

THE OHIO CASUALTY INSURANCE COMPANY * INCORPORATED 1919 NEW HAMPSHIRE

APPROVED AS TO FORM
Heather Ferbert, City Attorney

By: _____

Print Name: Dana Fairchild
Deputy City Attorney

Date: 9/2/2025

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, Assistant Secretary

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, 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 29th day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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 May 29, 2025 before me, S. L. Holcomb , 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.

S. L. HOLCOMB
COMM. # 2478126
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. JAN. 1, 2028

Signature S L Holcomb
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: _____

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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 05/29/2025 before me, Juana Bailey, Notary Public
(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.

JUANA BAILEY
Notary Public - California
San Diego County
Commission # 2425919
My Comm. Expires Nov 8, 2026

Signature Juana Bailey (Seal)

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The scope of work includes installing a new playground with play equipment and surfacing, a new fitness area, a new dog off-leash area, and new planting and irrigation. It also includes constructing accessibility improvements, creating new seating areas with furnishings and paving, and installing new perimeter and site fencing. Additionally, the project involves adding new signage, security lighting, a prefabricated comfort station, new shade structures, and stormwater and sewer system improvements.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **0101425-1-D** through **0101425-79-D**, inclusive.

For the above-specified Plans numbered, **0101425-1**-D through **0101425-79-D**, refer to the following link:

https://drive.google.com/drive/folders/1PDhnkS3CkNbUx7Af4cUXa2SGV1wLxnHc

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, including the Plant Establishment Period, shall be **221 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 it's 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 it's 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 it's 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 it's 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 Angles 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 and Office of Labor Standards & Enforcement (OLSE) Prevailing Wage Unit 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/slbegfeinst.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

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

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 sections1810 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 PWDPrevailingWage@sandiego.gov.

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 **7:00 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 City will obtain, at no cost to you, the following permits:

   a) Building Permit

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.

3-7.6.1 Use of Computer Aided Drafting and Design. To the :"WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE the following:

1. Use Bentley Connect ORD Version 10.12 format with the ability to convert to AutoCAD for the preparation of Plans and As-Built drawings in accordance with the City's CADD Standards.

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) Report of Geotechnical Investigation dated December 13, 2023, and Revised August 26, 2024, by GEOCON Incorporated.

6. The reports listed above are available for review at the following link:

   https://drive.google.com/drive/folders/1ISFNaYLyY8qClnFyaKwvURjQvvaaOvLy

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.

3-12.7 **Drinking Water Discharges Requirements.** To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix G - Monthly Drinking Water Discharge Monitoring Form.**

3-15.3 **Coordination.** To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Solita Avenue. See **Appendix F – Adjacent Project Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:

   a) Rolando Improvement 2, Jericho Gallardo 619-533-7523

SECTION 4 - CONTROL OF MATERIALS

4-3.4 **Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

2. The specialty inspections required are listed as follows:

   a) Certified Playground Safety Inspector

4-3.5.1 **Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Contractor shall provide all required special inspections. The payment for the Special Inspection And Testing Work shall be included in the Contract Price.

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 the 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

5-3.3 **Payroll Records.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You and your Subcontractors shall submit weekly certified payrolls, including a Statement of Compliance signed under penalty of perjury, reflecting the wages of all employees engaged in the Work, utilizing the City's designated web-based contract and labor compliance software.

2. You and your Subcontractors shall submit the following Labor Compliance required documents to the OLSE;

   a) City of San Diego Labor Compliance Authorized Signatory Form;

   b) City of San Diego List of Trades and Crafts;

   c) Labor Compliance Checklist;

d) Fringe Benefit Statement;

e) DAS 140 Form & Transmittal Confirmation;

f) DAS 142 & Transmittal Confirmation;

g) State & Federal Apprentice Certifications;

h) Payroll Confirmations (as requested per CCR 16432); and

i) Other Deduction Forms (letter or documentation relating to nonstandard deductions);

3. You and your Subcontractors shall submit the following PLA and Labor Compliance required documents utilizing the City's designated web-based contract and labor compliance software program:

a) Letter of Assent (PLA Attachment B);

b) Workforce Dispatch Request Form;

c) Contractor Core Workforce Form [if required];

d) Monthly Proof of Fringe Benefit Payments to Union Trust;

e) Certified Payroll Report (Performance Report with Statement of Compliance, Non-Performance Reports);

f) Jobs Coordinator Designation Form; and

g) For all dispatched workers, identify the following: race, ethnicity, gender, permanent residence zip code, construction project hours worked, apprenticeship program affiliation, trade classification, and union affiliation.

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:

General Annual Aggregate Limit	Limits of Liability
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:

   1 Certify this to the City in writing, and

   2 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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:

1. Ongoing operations performed by you or on your behalf,
2. your products,
3. your work, e.g., your completed operations performed by you on your behalf, or
4. 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.

5-10.2.1 **Public Notice by Contractor.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-10.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 3-11.2, “Project Identification Signs”.
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.
3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City’s format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.

10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.

11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.

12. Provide time-stamped pictures of the notices to the Engineer.

13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.

14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).

15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.

16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract.

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 in **Appendix D – Sample City Invoice** and use the format shown.

4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Clay Neighborhood Park Improvements,** Project No. **B-22047.02.06**, 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 Clay Neighborhood Park Improvements**" shall include demolition of the existing playground, construction of new accessible playground and playground surfacing, accessibility improvements, new dog off-leach area, site furnishings, landscaping and site irrigation system improvements, security lighting, utility improvements, and all associated work as specified in the Plans and Contract Documents.

4. The Additive Alternate 1 Lump Sum Bid item for **"Construction of Solita Avenue Improvements**" shall include construction of a new walkway with security lighting, new fitness equipment and site furnishings, lansdscaping and irrigation improvements, and all associated work as specified in the Plans and Contract Documents.

5. Additive Alternate 2 Lump Sum Bid item for **"Sports Court Improvements"** shall include preparation and installation of acrylic sports surfacing and stripping over existing concgete slab as specified in the Plans, Contract and Documents.

6. Additive Alternate 3 Lump Sum Bid item for **"Sports Court Chainlink Fence Replacement"** shall include demolition and replacement of the existing 10ft high fence including rails, fittings, fabric, and all associated work as specified in the Plans and Contract Documents.

7. Additive Alternate 4 Bid item for **"Boulders with sliced top and back rest"** shall include procurement and installation of the boulders with sliced top and back rest and all associated work as specified in the Plans and Contract Documents.

8. Additive Alternate 5 Bid item for **"Recreate Damage Sculpture"** shall include the replacement of the existing Ronaldo Women's Club Sculoture in case it gets damaged prior to start of the construction and all associated work as specified in the Plans and Contract Documents.

9. Additive Alternate 6 Bid item for "**New Water Fountain**" shall include procurement and installation of a new water fountain in case it gets damaged prior to start of construction and all associated work as specified in the Plans and Contract Documents.

10. Additive Alternate 7 Bid item for "**New Dog Bowl**" shall include procurement and installation of a new dog water fountain in case it gets damaged prior to start of construction and all associated work as specified in the Plans and Contract Documents.

11. Additive Alternate 8 Bid item for "**Boulders with sliced back and top rest**" shall include procurement and installation of the boulders with sliced top and back rest and all associated work as specified in the Plans and Contract Documents.

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 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. To the "WHITEBOOK", ADD the following:

3. Base material for permeable paving, decomposed granite, maintenance access shall be Class 2 Aggregate base and shall conform to 3/4" Class 2 aggregate base, per Whitebook section 200-2.9 "Class 2 Aggregate Base." Installation per section 301-2.

ADD:

200-5 STABILIZED DECOMPOSED GRANITE PAVING.

200-5.1 General.

200-5.1.1 Definitions and Applicable Standards.

1. References:

   a) ASTM – American Society for Testing and Materials.

   b) AASHTO – American Association of State Highway and Transportation Officials.

   c) ADAAG – American with Disabilities Act Accessibility Guidelines.

   d) CBC – California Building Code, Title 24 Disabled Access Regulations.

2. Definitions:

   a) Percent Compaction: Per ASTM D1557, percentage of the maximum in-place dry density of the same material, as determined by the Geotechnical Engineer.

   b) Stabilized Decomposed Granite Paving: Shall consist of a thoroughly pre-blended mixture (before placement) of Decomposed Granite material (fines) and Organic Binder ("Stabilizer"), that is set in lifts, reacted with water, and compacted in place, creating a universally-accessible finished surface of Stabilized Decomposed Granite Paving.

3. Standards for Installation:

   a) Standard Specifications: Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation (CALTRANS).

200-5.1.2 Submittals.

1. Product/Material Data. Submit available product data, manufacturing source (name, address, and telephone number), and distributor source (name, address, and telephone number) for each type of material and product as follows:

    a) Decomposed Granite Material.

    b) Organic Binder.

    c) Soil Sterilant (Herbicide).

2. Miscellaneous Data:

    a) Material Test Reports: Submit certified copies of the field tests performed (testing the compressive strengths) of the Stabilized Decomposed Granite Paving finished surface.

    b) Recommendation: Submit written recommendation from the Manufacturer/Distributor of the Organic Binder, indicating the quantity (pounds) of Organic Binder required per ton of Decomposed Granite material (lbs./ton). Recommendation shall be specific to each type of Stabilized Decomposed Granite material specified herein.

3. Material Samples: Furnish the following Material Samples, bound and individually wrapped in resealable labeled plastic bags (as applicable):

    a) Submit sample in sufficient quantity (one (1) pound minimum, per bag) of each Stabilized Decomposed Granite material (with and without Organic Binder) for review to ensure color will be compatible with the Project.

4. Field-Constructed Mock-up:

    a) Build Field-Constructed Mock-up using materials and same base construction including special features for surface finish, compaction within lifts, color(s), and contiguous work, as indicated for the final unit of Work.

        i. Locate Field-Constructed Mock-ups in a secure location as approved by the City's Representative. Mockups can be included as a part of the completed Work, but the City's Representative reserves the right to reject the Mock-up in which case the rejected Mock-up will be demolished and another Mock-up erected for review.

        ii. Notify the City's Representative when Field-Constructed Mock-ups will be erected.

        iii. Demonstrate quality and range of aesthetic effects and workmanship in the Field-Constructed Mock-ups that will be produced in final unit of Work.

iv. Obtain the City's Representative's approval of Field-Constructed Mock-ups in writing, before the start of Work. Approved Mock-ups are a prerequisite to commencing Work under this Section.

b) Size: Each Field-Constructed Mock-up shall measure four-feet (4') wide and six-feet (6') long, and at the specified respective depth and compaction requirement of Stabilized Decomposed Granite Paving, to compare the aesthetics of material colors, textures, and finishes.

i. When the City's Representative determines that the Field-Constructed Mock-up does not meet requirements, retain it for reference and provide another Field-Constructed Mock-up until the Field-Constructed Mock-up is approved by the City's Representative.

c) Approved Field-Constructed Mock-up will be the standard by which remaining Work will be evaluated for technical and aesthetic merit.

5. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar Decomposed Granite installations.

200-5.1.3 Quality Assurance and Control.

1. Installer Qualifications:

a) Engage an experienced Installer who has completed Stabilized Decomposed Granite installations similar in material, design, and extent to that indicated for this Project, and whose work has resulted in construction with a record of successful in-service performance.

b) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that installations under this Section are in progress.

2. Source Limitations: Obtain each type of Stabilized Decomposed Granite material from the same Manufacturer's plant.

3. Single-Source Responsibility: Obtain each color, type, and/or variety of Stabilized Decomposed Granite material from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.

4. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

200-5.1.4 Delivery, Storage, and Handling.

1. Protect Stabilized Decomposed Granite material from contamination with foreign materials. Isolate stockpiles to prevent mixing of different aggregate grades prevent contamination with organic materials.
2. Deliver perishable material in original, unopened packaging. Protect from dampness.
3. Deliver and install Stabilized Decomposed Granite materials so as to not delay Work, and install only after preparations for installation have been completed.

200-5.1.5 Coordination, Scheduling, and Observations.

1. Verify conditions at the Project Site for Work that affects installation under this Section. Coordinate materials of other Sections to be provided as part of Work under this Section.
2. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
3. Excavation: When conditions detrimental to installing Stabilized Decomposed Granite is encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease installation operations and notify City's Representative for further direction.
4. Traffic Control: Maintain access for vehicular, bicycle, and pedestrian traffic as required for other construction activities during installation of Stabilized Decomposed Granite. Access shall also be unobstructed and maintained at all times to allow for entry and exit of emergency vehicles.
5. Grades and Levels: Establish and maintain required levels and grade elevations. Review installation procedures and coordinate Work herein this Section with other Work affected.
6. Installation: Perform installation of Stabilized Decomposed Granite only when weather and soil conditions during rain or while sub base is wet from rain. Do not apply Soil Sterilant when winds exceed 10 mph or during or immediately after rain.
7. Sequence and Scheduling:
    a) Do not install Work under this Section prior to acceptance of sub-grade preparation Work under another Section.
    b) Coordinate to insure proper placement of below-grade irrigation sleeves prior to installation of Stabilized Decomposed Granite Paving.
    c) Provide Concrete Paving prior to placement of Stabilized Decomposed Granite Paving.
8. Contractor shall request, in writing, at least one (1) week in advance of the time when mandatory site observation(s) by the City's Representative are required.

200-5.1.6 Landscape Establishment Period.

1. During the duration of the Landscape Establishment Period, continuously maintain Stabilized Decomposed Granite finishes until Final Acceptance of Work is granted. Immediately repair damage to the Work as the result of weather or traffic conditions. Report damage resulting from Work of other trades after installation of Stabilized Decomposed Granite Work. Repair to match adjacent undisturbed Work.

200-5.2 Products.

200-5.2.1 Decomposed Granite Material.

1. Clean, hard, durable particles or fragmented fines of select crushed granite, river rock, or basalt. Material fines shall be evenly mixed throughout the aggregate. When produced from gravel, fifty percent (50%) by weight of the material retained on a No. 4 sieve shall have one (1) fractured face.
2. The portion retained on the No. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77.
3. Portion passing a No. 4 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 7, as determined by AASHTO T89-81 and AASHTO 90-81 respectively.
4. Composition: Decomposed Granite material shall be free from clay lumps, vegetable matter, or deleterious material.
5. Grading Requirements:

Percentage of Weight Passing a Square Mesh Sieve (AASHTO T11-82 and T27-82)	
Sieve Size	Percent Passing
3/8"	100%
No. 4	95 – 100%
No. 8	75 – 80%
No.16	55 – 65%
No. 30	40 – 50%
No. 50	25 – 35%
No. 100	20 – 25%
No. 200	5 – 15%

6. Products & Manufacturers: Provide products by one (1) of the following:
   a) Decomposed Granite Paving:
      i. Type/Color: Refer to the Contract Drawings.
      ii. Supplier: Refer to the Contract Drawings.
      iii. Or Approved Equal.

200-5.2.2 Organic Binder.

1. Organic Binder: Non-toxic, colorless, odorless, non-staining, concentrated organic powder that, when water is applied and then compressed, binds the Decomposed Granite material together, creating a natural-appearing, firm surface of Stabilized Decomposed Granite Paving.

    a) Material: Stabilizer®, Stabilizer Solutions, Inc., Phoenix, AZ.

        i. Supplier:

            A. KRC Rock, San Marcos, CA, ph. 800-427-0572.

            B. Southwest Boulder & Stone, Fallbrook, CA, ph. 877.792.7625.

            C. Or Approved Equal.

        ii. Application Rate: Per Manufacturer's written recommendations. Minimum application rate of 12 lbs./ton.

    b) Material: Natracil™ Organic Binder.

        i. Supplier:

            A. Gail Materials, Corona, CA, 951-279-1095.

            B. Or Approved Equal.

        ii. Application Rate: Per Manufacturer's written recommendations. Minimum application rate of 12 lbs./ton.

200-5.2.3 Equipment.

1. Mixing Equipment: Batch-type, using revolving blades or rotary drum.
2. Compaction Equipment: Heavy lawn roller (minimum 225 pounds and maximum 30-inch width).

200-5.2.4 Accessories.

1. Soil Sterilant: Spray-applied, Non-Selective Post-Emergent Herbicide, for control of annual grasses and broadleaf weeds. Refer to Section 02932 – Landscape Planting Accessories. Apply in locations designated to receive Stabilized Decomposed Granite Paving only.
2. Aggregate Sub-Base: Class II, per California Department of Transportation (CALTRANS) Standard Specifications.
3. Water: Per ASTM C 94, from potable domestic source, and free from deleterious materials such as oils, acids, and organic matter. Transport as required.
4. Geotextile Filter Fabric: Refer to Section 800 and 801 Landscaping and Irrigation.

200-5.3 Execution.

200-5.3.1 Examination.

1. Examine surfaces indicated to receive Stabilized Decomposed Granite Paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of surfacing.

2. Sub-grades shall have been rough graded to within 0.10 ft. of finish grades less depth in location to receive Stabilized Decomposed Granite Paving.

3. Ensure all edging materials and irrigation sleeving have been installed and are in place and secured. Do not proceed with installation Work until unsatisfactory conditions have been corrected.

200-5.3.2 Preparation.

1. Application of Soil Sterilant:

    a) Mixing: Mix Soil Sterilant product in sprayer tank with clean water, according to Manufacturer's current printed instructions. Use sprayer, which will apply the solution uniformly, without disturbing the soil.

    b) Spray Solution: Shake or stir prior to each application. Apply to dry soil surface only.

    c) Application: Provide Soil Sterilant only in locations designated to receive Stabilized Decomposed Granite Paving, as indicated on the Contract Drawings.

    d) Over-spraying: Avoid spraying on walls, adjoining pavements, and all areas to receive landscape planting.

    e) Depth: Immediately after application of spray solution, thoroughly incorporate the solution into the soil to a depth of two-inches (2") to four-inches (4"), per Manufacturer's current printed instructions.

2. Compaction: After completion of soil sterilization operations, compact sub-base to minimum 90% compaction, or as recommended by the Geotechnical Engineer.

200-5.3.3 Installation

1. Compacted Sub-Grade:

    a) Verification: Do not place Stabilized Decomposed Granite Paving prior to acceptance of subgrade preparation.

    b) Compact Sub-Grade to a minimum of ninety-percent (90%) compaction, or as recommended by the Geotechnical Engineer.

2. Installing Edging Materials: Install Edging Materials as indicated on the Contract Drawings. Edging Materials at the full depth of the perimeter of the Stabilized Decomposed Granite, as indicated. Edging Materials shall be straight or curving as required, and securely in place, true to line and grade as required. Align edging and set flush with adjacent paving where applicable.

3. Installing Concrete Paving Materials: Install Cast-in-Place Concrete Paving Materials as indicated on the Contract Drawings. Concrete Paving shall be aligned and set as required, and securely in place, true to line and grade as required.

4. Install 3” Class 2 aggregate base, in two compacted lifts.

5. Installing Geo-textile Filter Fabric: Geo-textile Filter Fabric shall be installed only in locations designated to receive Stabilized Decomposed Granite Paving. Install Fabric accordingly as indicated in the Contract Drawings to prevent weeds from growing up through the Stabilized Decomposed Granite Paving. Place the Geotextile Filter Fabric across the entire width of the Paving surface; overlap ends of Fabric rolls at a minimum of six inches (6").

6. Installing Stabilized Decomposed Granite Paving:

    a) Verification: Verify locations to receive Stabilized Decomposed Granite Paving.

    b) Lines and Levels:

        i. Install Stabilized Decomposed Granite Paving true to grade, properly coinciding with adjacent Work and elevations.

        ii. Provide a finished Stabilized Decomposed Granite Paving surface uniform in texture and appearance. Do not permit finished Work to vary more than 1/8 inch in 10 feet from true profile and cross section. Finished Work shall be installed to fully comply as a universally-accessible pavement surface, per applicable Code requirements.

    c) Mixing:

        i. General: Stabilized Decomposed Granite Paving shall be thoroughly pre-blended before placement.

        ii. Organic Binder: Thoroughly pre-blend Decomposed Granite material with Organic Binder at the rate recommended by the Organic Binder manufacturer for each type of Decomposed Granite material specified, but not less than of twelve (12) pounds of Organic Binder per one (1) ton of Decomposed Granite material (dry weight).

iii. It is essential the Organic Binder be thoroughly mixed, blended, and uniformly incorporated throughout the Decomposed Granite material to achieve a successful result. The Organic Binder locks the fines in the Decomposed Granite material together, trapping the larger crushed aggregate screenings. The Organic Binder does not act directly on larger aggregate screenings. Proper mixing is a must for a successful application.

iv. Blending is best accomplished in a plug mill; a truck mounted mixer or a portable mechanical mixer may also be used.

v. Blend Stabilized Decomposed Granite Paving mixture for a minimum of 15 minutes prior to placing on compacted sub-surface material.

vi. Drop spreading of Organic Binder over graded Decomposed Granite material is not acceptable. Mixing by roto-tilling is also not acceptable.

vii. Organic Binder shall not be applied during, just prior to, or immediately following rainfall.

d) Placement:

i. General: After pre-blending, place the Stabilized Decomposed Granite Paving material onto the compacted sub-surface material. Carefully place to avoid segregation in two (2) equal two-inch (2”) lifts.

ii. Grade, screed, and smooth the Stabilized Decomposed Granite Paving to desired finish grades. Allow for compaction of the material.

e) Watering: Apply water until moisture penetrates to the full depth of the Stabilized Decomposed Granite Paving.

i. Water activates the Organic Binder; it is essential that the full depth of the Stabilized Decomposed Granite Paving is saturated at this time. Apply water from a hand held hose with a spray nozzle set to coarse spray. Water pressure should not disturb the leveled Paving surface. Do not use a water truck for water distribution or a highpressure sprayer.

ii. Test for water penetration through random core inspections. After inspection of cores, fill cored holes with Paving removed; smooth and hand tamp to match adjoining surface grades.

iii. A one (1)-hour application at a rate of +/-20 GPM per 1,000 sq. ft. of surface seems to achieve the desired full depth moisture penetration.

iv. Let watered Stabilized Decomposed Granite Paving stand between six (6) to twentyfour (24) hours until all surface water has dissipated; the Paving surface should be moist, but not wet.

f) Compacting: While the Stabilized Decomposed Granite Paving material is still thoroughly moist, compact to a minimum 90% relative compaction, or as recommended by the Geotechnical Engineer. Compact each area with at least four (4) passes of the compacting equipment. After compacting, screed smooth.

i. Compaction should be done with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width) to achieve finish grade and compaction that is dense with a smooth uniform texture. Hand-tamp edges around benches, signposts, trash receptacles, etc. Do not use whackers, vibratory rollers or a vibrating plate tamper; the Stabilized Decomposed Granite Paving will not harden for weeks after vibration.

ii. If the Decomposed Granite Paving surface is flaky or sticks to the roller drum, the Paving hydration level is deficient; cautiously add more water as required to achieve the Paving's proper hydration level.

iii. If the roller creates a wash board effect or rills, additional time is required to allow the Paving to achieve the proper hydration level.

g) Contaminated Areas: Do not permit Stabilized Decomposed Granite Paving to contaminate adjoining planting areas or finishes. Clean up and remove all material spilled into adjacent planting areas.

h) Grading: When surface areas have been rolled and it becomes necessary to add a thin layer of Stabilized Decomposed Granite Paving material to bring the surface to grade, the previously rolled or compacted area shall be thoroughly scarified to a depth of two-inches (2") to provide a bond with the added Material.

i. Curing: Allow finished Stabilized Decomposed Granite Paving surface to dry completely. Set up time varies, depending on weather conditions.

7. A hot, dry climate will set up sooner than a cool, moist climate.

200-5.3.4 Field Quality Control.

1. Tests: For each lift of Stabilized Decomposed Granite Paving, provide written verification as to the degree of compaction by a certified testing laboratory. Re-compact failed areas until specified compaction is achieved.

2. Testing shall be the sole financial responsibility of the Contractor.

200-5.3.5 Inspection.

1. Finished Stabilized Decomposed Granite Paving surfaces shall be smooth, uniform and solid, with no evidence of shipping or cracking. Dried, compacted material shall be firm through the entire depth, with no spongy areas. Loose material shall not be present on the surface initially. After the first year of use, a minor amount of loose material is expected on the surface of Stabilized Decomposed Granite Paving finishes.

2. Loose Stabilized Decomposed Granite Paving material on the surface or unconsolidated crushed aggregate screenings below the surface of Stabilized Decomposed Granite Paving finishes is evidence of improper bonding due to poor mixing or insufficient watering. Test the loose material for adequate Organic Binder by wetting, then tamping, and allowing it to dry. If the material still is unconsolidated, the Organic Binder did not get mixed adequately throughout the Stabilized Decomposed Granite Paving material. If the material now is solid, initial watering was insufficient. Cracking or sponginess is evidence of excessive Organic Binder in the mix.

3. Unconsolidated Stabilized Decomposed Granite Paving areas shall be excavated and replaced accordingly with new Stabilized Decomposed Granite Paving material with a high proportion of fines meeting the grading requirements above, and pre-blended with Organic Binder per the procedures listed above. Patched areas shall be wetted thoroughly and rolled smooth. Patching shall be completed prior to any surface smoothing.

4. Smoothing of Stabilized Decomposed Granite Paving: Significant irregularities shall be smoothed out prior to final acceptance of Work. Smoothing shall be accomplished by rewetting/saturating rough areas thoroughly, and then rolling the material again with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width).

5. Tolerances of Stabilized Decomposed Granite Paving:

    a) Depth: Final thickness of completed Stabilized Decomposed Granite Paving shall not vary more than 1/4-inch from dimension indicated in the Contract Drawings. Measurements may be taken by means of test holes taken at random, finished surfaces. Correct any variations in the thickness beyond the allowable ½ inch by repeating the procedures listed above.

b) Width: Final width of completed Stabilized Decomposed Granite Paving shall not vary more than ¼-inch from typical dimension width as indicated. Measurements may be taken at random cross sections along the finished surface.

c) Where installed, no edges of the Geotextile Filter Fabric shall be exposed.

200-5.3.6 Repairs and Protection.

1. Damage or Defective Installation: Remove and replace Stabilized Decomposed Granite Paving that is damaged or defective, or does not meet the requirements indicated herein this Section.

2. Replacement of Stabilized Decomposed Granite Paving: If compression tests of cored samples fail to meet the specified compressive strengths as recommended by the Manufacturer, immediately remove and replace the Stabilized Decomposed Granite Paving with material conforming to the Contract Specifications.

3. Protection: Protect Stabilized Decomposed Granite Paving finishes against traffic, injury, defacement or damage (by rain or other outside force during curing period) and subsequent construction operations until Substantial Completion. Exclude traffic from Stabilized Decomposed Granite Paving for a minimum of fourteen (14) days after placement. When construction traffic is permitted, it is the Contractor's responsibility to maintain Stabilized Decomposed Granite Paving as clean and level as possible by removing surface stains, spillage of materials as they occur, and traffic markings/grooves, etc., and to repair any damaged caused by said construction traffic.

4. Maintain Stabilized Decomposed Granite Paving finishes free of stains, discoloration, dirt, and other foreign material until Final Acceptance of Work.

200-5.3.7 Cleanup and Protection.

1. For Work under this Section, keep Work area in a clean, orderly, and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.

2. Protect Stabilized Decomposed Granite Paving from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation, establishment, and maintenance periods.

3. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and directed by the City's Representative. Clean all adjoining Concrete Paving and edging free from excess Stabilized Decomposed Granite Paving material.

200-5.3.8 Final Review.

1. Final Review under this Section shall be performed by City's representative upon completion of the Landscape Establishment Period.

ADD:

200-6 LANDSCAPE BOULDERS.

200-6.1 Submittals.

200-6.1.1 Product Data: For the following: Natural Landscape Boulders.

200-6.1.2 Samples for Initial Selection: Photographs of each rock type, as indicated on Drawings, label with ID number, color and size range.

1. The Contractor shall submit three (3) photographs of each stone taken from different angles with name, size (height, width and length), color range and source. Tag each boulder and include boulder ID number in each photograph for identification purposes.

200-6.1.3 Quality Assurance.

1. Source Limitations: Obtain each type of rock from one source with resources to provide materials and products of consistent quality in appearance and physical properties.

200-6.1.4 Delivery, Storage, And Handling.

1. Protect rock during storage and construction from mixing with earth or other materials.
2. Identify adequate location for sorting and storage of each rock type on site.

200-6.2 Products.

200-6.2.1 Materials.

1. Boulders
2. Landscape Boulders:
    a) Type: Per drawings
    b) Acceptable Manufacturers:
        1) KRC (760) 744-1035
        2) Decorative Stone Solutions (800) 699-1878
        3) Southwest Boulder (800) 540-1147
        4) Or Approved Equal
3. Quality Requirements: Visual evaluation of the quarry, including examination of samples, suitable tests and service records may be used to determine acceptability of the stone. The Contractor shall notify the Agency in writing of the intended source of stone at least 60 days prior to use.

200-6.2.2 Cleaning.

1. All boulders and slab rocks shall be free of graffiti. Graffiti is defined as paint or indelible markers which mar the appearance of the boulders. If graffiti removal is required, contractor shall prepare a schedule of materials and methods for graffiti removal and proposed methods of protecting the site from chemical contamination. The schedule shall be submitted to the Resident Engineer prior to proceeding with any graffiti removal. The Contractor shall be responsible for the complete removal of all graffiti during the contract and maintenance period under this item.

200-6.3 Execution.

200-6.3.1 Examination.

1. Examine areas indicated to receive landscape natural boulders with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

200-6.3.2 Subgrade Preparation.

1. Prior to the placement of the landscape natural boulders, the subgrade surfaces shall be cut, filled, compacted, and graded to the lines and grades as shown on the project drawings. All subgrade surfaces shall be prepared so as to be reasonably smooth, and free of mounds, dips or windows.
2. The placement of fill to meet design grades and elevations shall be of an approved material and placement shall include adequate compaction of the materials.
3. No natural boulders shall be placed until the subgrade is inspected and approved by the Resident Engineer.
4. The Contractor shall provide for an adequate foundation under the natural boulders per the Drawings.
5. Boulder to be placed so a flat surface faces up with no protrusions facing vertically or rough edges exposed.

200-6.3.3 Stone Placement.

1. The locations of stones are designated in the Drawings; however the exact position of each stone shall be as directed by the Landscape Architect. No setting of boulders shall take place unless the Landscape Architect is present on the site.
2. The stone shall be placed by equipment on the surfaces and to the depths specified. The Stone shall be as to avoid displacement of the underlying subgrade or bedding aggregate.

200-6.3.4 Equipment Placement.

1. All rock shall have a maximum contact between the individual rock, without bridging or otherwise creating a void under the stone. The rock shall be firmly bedded, and may be placed by hand or by machinery.

2. Contractor to take appropriate measures to avoid damage to the stone and pavement.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.2 Concrete Specified by Class and Alternate Class. To the "GREENBOOK", ADD the following:

The Type of Construction, Concrete Class, and Maximum Slump for the various sub-items of concrete work shall be as specified in Table 201-1.1.2 of the Standard Specifications with the following additions or modifications:

Type of Construction	Concrete Class	Max Slump (With Certified Truck Ticket)
Concrete Paving (not integral w/ curb)	560-C-3250	4-inch
Concrete Sidewalk and Curb	560-C-3250	4-inch
Concrete Street Section	560-C-3250	3-inch
Concrete Mow Curb	560-C-3250	4-inch
CIP Concrete Block Seating	560-C-3250	4-inch
Concrete Footings	560-C-3250	4-inch
Concrete Base	520-C-2500	4-inch

201-1.1.7 Quality Assurance.

1. Source Limitations for Cast-in-Place Landscape Architectural Concrete: Obtain each color, size, type, and variety of concrete material and concrete mixture from one manufacturer with resources to provide cast-in-place Landscape Architectural concrete of consistent quality in appearance and physical properties.

2. The total estimated requirement of architectural aggregate plus anticipated losses and waste shall be procured from one source of supply. The Contractor

will assure that the source of supply is adequate to provide, throughout the duration of the project, an aggregate which is uniform in size, color and shape. Should an aggregate be elected in which there is doubt about the quantity of a uniform supply, the Contractor shall require the supplier to remove the entire amount from the pit, mine or river and thoroughly mix and stockpile said aggregate for exclusive use of this project.

3. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

4. Mockups: Before casting Landscape Architectural concrete, build mockups to verify selections made under sample submittals and to demonstrate typical joints, surface finish, texture, tolerances, and standard of workmanship. Build mockups to comply with the following requirements, using materials indicated for the completed Work:

    a) Build mockups at the job site, 48” min. length if curved in the location indicated on the drawings or if not indicated, as directed by Resident Engineer

    b) Cast mockups of sections approximately 48-inches by 48-inches of decorative cement concrete pavement to demonstrate typical pattern, texture, surface finish, color, joints, caulking, sealer and standard of workmanship.

    c) Build mockups of each cast-in-place Landscape Architectural concrete Type as indicated on Drawings.

    d) Build mockups using identical materials, design mix and methods to be used in the work.

    e) Mix Design: The concrete mix design used to prepare the sample panels shall be identical to that used for the project's landscape architectural concrete

    f) Demonstrate curing, cleaning, and protecting of cast-in-place Landscape Architectural concrete, finishes, and contraction joints, as applicable.

    g) Mockups shall be cured a minimum of 10 days prior to review by the Landscape Architect.

    h) In presence of Resident Engineer, damage part of the exposed-face surface for each finish, color, and texture, and demonstrate materials and techniques proposed for repair of tie holes and surface blemishes to match adjacent undamaged surfaces.

i) Obtain Resident Engineer's approval of mockups before casting Landscape Architectural concrete.

j) Remove mock ups from the job site when directed and dispose legally.

5. Preinstallation Conference: Conduct conference at Project site

a) Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place Landscape Architectural concrete to attend, including the following:

i Contractor's superintendent.

ii Ready-mix concrete manufacturer.

iii Cast-in-place Landscape Architectural concrete subcontractor.

b) Review concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction joints, forms and form-removal limitations, reinforcement accessory installation, concrete repair procedures, and protection of cast-in-place Landscape Architectural concrete.

201-1.2.1 Cement. To the "WHITEBOOK", ADD the following:

5. All cement shall be Type V.

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS.

201-3.1 General. To the "GREENBOOK", ADD the following:

All paving surfaces shall have a one-quarter inch (1/4") isolation joint perpendicular to the curb line and spaced at a maximum of twenty feet (20') on center, unless otherwise indicated on the plans. Isolation joints shall also be located where sidewalk work abuts restraining surfaces such as buildings, curbs, or perimeter appurtenances (such as light standards or drain or manhole structures), dissimilar floor surfaces, and columns where changes occur in backing materials. All isolation, control, construction joints in the existing substrate shall continue through sidewalk work.

ADD:

201-11 PRECAST CONCRETE SITE FURNISHINGS. To the "WHITEBOOK", ADD the following:

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.

1. 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.

201-11.2.1 Picnic Tables, Precast Concrete Wall Mounted Bench With Back.

1. Manufacturer: QCP, (866) 703-3434, or Approved Equal.
2. Size and Configuration: per Drawings
3. Materials: Precast Concrete, with minimum compressive strength of 5000psi
4. Finishes:
    a) Texture and Color per Drawings
    b) Sealer: Standard Sealer
    c) Anti-graffiti coating per WB 210-1.1.1

201-11.2.2 Litter and Recycling Receptacles.

1. Manufacturer: Outdoor Creation Inc., (530) 365-6106, or Approved Equal.
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. Finishes:
    a) Texture and Color per Drawings
    b) Sealer: Nano Tech Barrier
    c) Anti-graffiti coating per WB 210-1.1.1
5. Graphics:
    a) Per drawings

201-11.2.3 Bench With Back

1. Manufacturer: Outdoor Creation Inc., (530) 365-6106, or Approved Equal.
2. Size and Configuration: per Drawings
3. Material: Precast Concrete, with minimum compressive strength of 5000psi
4. Finishes:
    a) Color and Finish: per Drawings
    b) Sealer: Nano Tech Barrier
    c) Anti-graffiti coating per WB 210-1.1.1

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.

201-12 PERMEABLE PAVERS. To the "WHITEBOOK", ADD the following:

201-12.1 General.

201-12.1.1 References.

1. American Society of Testing Materials (ASTM)
    a) C936, Standard Specification for Solid Concrete Interlock Paving Units
        i Clarification, Section 1.2 - Hydro-Flo pavers have the desired special feature of being permeable. Therefore, regarding Section 5.4, by design, the absorption rate is greater for Hydro-Flo pavers than the 5% desired for non-pervious pavers. Similarly, for Section 5.3 the compressive strength for Hydro-Flo pavers is less than the 8,000-psi required for non-pervious pavers as the main property of pervious concrete, permeability, is inversely proportional to strength.

b) C140, Standard Test Methods of Sampling and Testing Concrete Masonry Units

c) C136, Method for Sieve Analysis for Fine and Coarse Aggregate

d) C33, Specification for Concrete Aggregates

e) D2940, Standard Specification for Graded Aggregate Material for Bases

201-12.1.2 Submittals.

1. Manufacturer's drawing and details: Indicate perimeter conditions, junction with other materials, expansion and control joints, paver layout, patterns, and installation and setting details. Indicate layout, pattern, and relationship of paving joints to fixtures and project formed details.

2. Minimum 3 lb samples of subbase, base and bedding aggregate materials.

3. Sieve analysis of aggregates for subbase, base and bedding materials per ASTM C 136.

4. Soils report indicating density test reports, classification, and infiltration rate measured onsite under compacted conditions, and suitability for the intended project.

5. Permeable concrete pavers

    a) Manufacturer's product catalog sheets with specifications.

    b) One (1) representative full-size samples of each paver type, thickness, color, and finish. Submit samples indicating the range of color expected in the finished installation.

    c) Accepted samples become the standard of acceptance for the work of this Section.

    d) Laboratory test reports certifying compliance of the concrete pavers with ASTM C936.

    e) Manufacturer's material safety data sheets for the safe handling of the specified materials and products.

    f) Manufacturer's written quality control procedures including representative samples of production record keeping that ensure conformance of paving products to the project specifications.

6. Paver Installation Subcontractor:

   a) A copy of Subcontractor's current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.

   b) Job references from projects of a similar size and complexity. Provide Owner/Client/General Contractor names, postal address, phone, fax, and email address.

   c) Written Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures, including representative reporting forms that ensure conformance to the project specifications.

201-12.1.3 Quality Assurance.

1. Paver Installation Subcontractor Qualifications:

   a) Utilize an installer having successfully completed concrete paver installation similar in design, material and extent indicated on this project.

   b) Utilize an installer holding a current certificate from the Interlocking Concrete Pavement Institute Concrete Paver Installer Certification program.

2. Installer's Qualifications: A firm with experience in the specified unit responsibility and proving a background of installations of comparable size and scope to that herein specified, and accredited by the manufacturer.

3. Furnish a five year system warranty from a single manufacturer.

4. Review the manufacturers' quality control plan, paver installation subcontractor's Method Statement and Quality Control Plan with pre-construction meeting of representatives from the manufacturer, paver installation subcontractor, general contractor, engineer and/or owner's representative.

5. Mock-Ups:

   a) Install 4' x 8' mockup are with pattern and joints demonstrated. This area will be used as the standard by which the work will be judged.

   b) Subject to acceptance by owner, mock-up may be retained as part of finished work.

   c) If mock-up is not retained, remove and properly dispose of mock-up.

201-12.1.4 Delivery, Storage and Handling.

1. Deliver interlocking pavers to the site in plastic wrapped cubes capable of transfer by forklift. Unload pavers at job site in such a manner that no damage occurs to the product.
2. Cover sand and topsoil with waterproof covering to prevent exposure to rainfall or removal by wind. Secure the covering in place.

201-12.1.5 Environmental Conditions.

1. Do not install sand or pavers during heavy rain or snowfall.
2. Do not install frozen sand or topsoil.

201-12.1.6 Maintenance.

1. Extra materials: Provide 1% additional material for maintenance and repair.
2. Pavers shall be from the same production run as installed materials.

201-12.1.7 Warranty.

1. Installer agrees to warranty the installations of permeable interlocking pavers that fail in material or workmanship for a period of One Year following acceptance of the work.

201-12.2 Products.

201-12.2.1 Porous Unit Pavers.

1. Manufacturer: Pacific Interlock, 831-637-9163, or Approved Equal
2. Permeable Interlocking Concrete Paver Units: pavers shall consist of a porous precast concrete paver. Pavers that rely on gaps between pavers shall not be considered an equal.

201-12.2.2 Dimensions, Quantities And Weight.

1. Paver Type: Type, thickness, face size, color and finish per the Drawings.
2. 12" x 6" x 2 3/8", 3mm chamfer
3. Stones per SF: 2
4. Stones per pallet: 192
5. Coverage: 96 sf per pallet
6. Weight: 24 lb/sf, 2,304 lb/pallet
7. Material Standard: Comply with ASTM C 936.
8. Color Pigment Material Standard: Comply with ASTM C 979.

201-12.2.3 Crushed Stone Filler, Bedding, Base And Subbase.

1. Crushed stone with 90% fractured faces, LA Abrasion < 40 per ASTM C131, minimum CBR of 80% per ASTM D1883.
2. Do not use rounded river gravel.

3. All stone materials shall be washed with less than 1% passing the No. 200 sieve.

4. Joint/opening filler, bedding, base and sub-base: conforming to ASTM D448 gradation as shown in Tables 1, 2, 3 and 4 below:

   a) Depths of each layer per drawings.

Table 1: ASTM C33 Fine Aggregate Joint Filler - Grading Requirements:

Sieve Size	**Percent Passing**
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (600 µm)	25-60
No. 50 (300 µm)	5-30
No. 100 (150 µm)	0-10

Table 2: No. 8 Bedding Aggregate – Grading Requirements:

Sieve Size	**Percent Passing**
1/2 inch (12.5 mm)	100
3/8 inch (9.5 mm)	85 to 100
No. 4 (4.75 mm)	10 to 30
No. 8 (2.36 mm)	0 to 10
No. 16 (1.18 mm)	0 to 5

Table 3: No. 57 Base Aggregate – Grading Requirements:

Sieve Size	**Percent Passing**
1 1/2 inch (37.5 mm)	100
1 inch (25 mm)	95 to 100
1/2 inch (12.5 mm)	25 to 60
No. 4 (4.75 mm)	0 to 10
No. 8 (2.36 mm)	0 to 5

Table 4: No. 2 Subbase Aggregate – Grading Requirements:

Sieve Size	**Percent Passing**
3 inch (75 mm)	100
2 1/2 inch (63 mm)	90 to 100
2 inch (50 mm)	35 to 70
1 1/2 inch (37.5 mm)	0 to 15
¾ inch (19 mm)	0 to 5

201-12.3 Execution.

Note: The specifier should be aware that the top surface of the pavers after compaction may be 1/8 to 1/4in. (3 to 7 mm) above the final elevations after compaction. This difference in initial and final elevations is to compensate for possible minor settling.

201-12.3.1 Examination.

Note: For vehicular areas, specify compaction of the soil subgrade to a minimum of 95% standard Proctor density for open-graded aggregate bases. Density should be monitored in the field with a nuclear density gauge. Compaction of open-graded bases should be with at least five passes of roller compactor without vibration. Stabilization of the soil and/or base material may be necessary with weak or saturated soils.

1. Verify that base is dry, uniform, even, free of any sediment (if open-graded), and ready to support sand, pavers and imposed loads.

2. Verify gradients and elevations of base are correct.

3. Verify location, type, installation and elevations of edge restraints around the perimeter area to be paved.

4. Beginning of installation means acceptance of base and edge restraints.

201-12.3.2 Installation.

1. Spread the leveling coarse aggregate evenly over the compacted, open-graded base course and screed uniformly to 1 – 1 ½ in. (25 - 40 mm) thickness. The screeded aggregate should not be disturbed. Place sufficient aggregate to stay ahead of the laid pavers.

2. Ensure that pavers are free from foreign materials before installation.

3. Lay the pavers in the pattern(s) as shown on the drawings. Maintain straight pattern lines.

4. Joints between the pavers shall be between 1/16 in. and 1/8 in. (2 to 4 mm) wide.

5. Fill gaps at the edges of the paved area with cut pavers or edge units.

6. Cut pavers to be placed along the edge with a double-bladed splitter or masonry saw.

7. Compact and seat the pavers into the screeded aggregate using a low amplitude, 75-90 Hz plate compactor capable of at least 5,000 lbs. (22 kN) centrifugal compaction force. Note: A rubber or neoprene pad between the compactor and grids is necessary to prevent cracking or chipping on textured surfaces.

8. Vibrate and compact the pavers again, sweeping a small fraction of ASTM C33 fine aggregate or equivalent into the joints and openings until it is within ½ in. (13 mm) from the top surface. This will require at least two or three passes with the compactor. Do not compact within 3-ft (1 m) of the unrestrained edges of the paving units.

201-12.3.3 Field Quality Control.

1. After sweeping the surface clean, check final elevations for conformance to the drawings.

2. Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.

3. The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

201-12.3.4 Protection.

1. After work in this section is complete, the General Contractor shall be responsible for protecting work from sediment deposition and damage due to subsequent construction activity on the site.

201-13 FLUID APPLIED DAMPPROOFING.

201-13.1 General.

201-13.1.1 Related Documents.

1. Section includes fluid-applied damproofing system for use at retaining walls, and raised planters where indicated on drawings.

2. Use coatings with VOC limits to comply with CALGreen requirements.

201-13.1.2 Submittals.

1. Product Data: Submit product data for materials and accessories.

2. Submit following Informational Submittals:

    a) Qualification Data: Manufacturer and applicator's qualification data.

    b) Manufacturer's instructions include surface preparation, application, application temperature ranges, and curing.

201-13.1.3 Quality Assurance.

1. Manufacturer’s Qualifications:

    a) Documented experience in manufacturing of specified damproofing.

    b) Obtain primary damproofing materials from single manufacturer.

    c) Manufacturer’s name shall appear on containers.

d) Provide secondary materials as required by manufacturer of primary materials.

2. Applicator Qualifications:

a) Applicator: Use applicator experienced in the application of the specified fluidapplied damproofing on projects of similar size and complexity.

b) Applicator's Personnel: Employ persons trained for the application of fluidapplied damproofing.

3. Certifications:

a) Submit manufacturer's certification stating materials ordered and supplied are compatible with each other, suited for locale and purpose intended and shipped in sufficient quantity to ensure proper timely installation.

b) Certify materials shipped to Project site meet membrane manufacturer's published performance standards and requirements of this Specification.

4. Comply with environmental regulations.

201-13.1.4 Delivery, Storage And Handling.

1. Delivery:

a) Deliver materials to the site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.

b) Do not deliver material to site more than one month before use.

2. Storage:

a) Store the material in accordance with manufacturer's instructions.

b) Store materials indoor in an area well ventilated and protected from damage.

c) Do not store material near open flame, sparks, or hot surfaces.

d) Store materials on raised platforms and covered by damproofing covers.

e) Keep material containers closed.

3. Handling: Protect materials during handling and application to prevent damage.

201-13.1.5 Project Conditions.

1. Environmental Requirements:

    a) Do not apply in wet weather or when rain is imminent.

    b) Apply when the surface is a minimum 50 degrees F (10 degrees C) and a minimum of 5 degrees F (3 degrees C) above dew point. Consult manufacturer for application instructions if the ambient or surface temperature is below 50 degrees F (10 degrees F).

    c) Do not apply to porous substrates when substrate or ambient temperatures are rising.

    d) Do not apply to porous substrates when substrate is in direct sunlight.

    e) Do not apply over substrates that are frozen or contain frost.

201-13.1.6 Sequencing.

1. Coordinate and sequence work to ensure that construction materials placed against or over damproofing and protection system will occur within 14 days of membrane installation. Do not expose membrane to ultraviolet rays beyond period of time recommended by system manufacturer.

201-13.1.7 Guarantee.

1. Furnish to the City a written guarantee for fluid-applied dampproofing against all defects in materials and workmanship.

201-13.2.1 Products And Manufacturers.

1. Products and Manufacturers:

    a) 700-01 Damproofing from Henry

    b) SealMastic Emulsion from WR Meadows

    c) Or Approved Equal

201-13.2.2 Materials.

1. Fluid-applied dampproofing: CIM 1000 or equal, a two-component, high solids, elastomeric asphalt-modified urethane designed for spray, squeegee or roller application.

    a) Elastomeric Dampproofing, ASTM C836 and C957: Exceeds all criteria.

    b) Solids by volume: 88 percent.

c) ANSI 118.10: Pass

d) Volatile Organic Compounds (VOC): 0.76 pounds per gallon (92 g/L).

e) Mullen Burst Strength, ASTM D751, 50 mils in CIM Scrim: 150 pounds per square inch.

f) Tear Strength, ASTM D624, Die C: 150 pounds per inch.

g) Tensile Strength, ASTM D412, 100-mil sheet: 900 pounds per square inch.

h) Extension to Break, ASTM D412: 400 percent.

i) Recovery from 100 Percent Extension:

    i) After 5-minutes: 98 percent.

    ii) After 24-hours: 100 percent.

j) Coating Performance, Crack Bridging:

    i) 10 Cycles at minus 15 degrees F (minus 26 degrees C): Greater than 1/8- inch.

    ii) After Heat Aging: Greater than 1/4-inch.

k) Coating Performance, Weathering, ASTM D822: 5000 hours: no cracking.

l) Softening Point, ASTM D36: Greater than 325 degrees F (160 degrees C).

m) Deflection Temperature, ASTM D648: below minus 60 degrees (minus 50 degrees C).

n) Service Temperature: minus 60 degrees F to 220 degrees F

o) Hardness, ASTM D2240, Shore A, 77 degrees F (25 degrees C): 60.

p) Permeability to Water Vapor, ASTM E96, Method E, 100 degrees F

q) Abrasion Resistance, Weight Loss, ASTM D4060: 1.2 mg.

r) Adhesion to Concrete, Dry, Elcometer: 350 pounds per square inch.

s) Color: black.

2. Primer: Aquafin SG3, as approved for the application by Chase Construction Products. Two-component, moisture tolerant, low viscosity, solvent free,

chemically enhanced epoxy based product. Use as a primer coat on dry, porous substrates such as concrete.

a) Solids by Volume: 100%

b) Volatile Organic Compounds (VOC): Zero (0 g/L).

3. Bonding Agent: CIM bonding agent or bonding agent for equal damproofing. The bonding agent is an organosilane compound dispersed in acetone. (Note: Acetone is a solvent that is exempt from CALGreen and SCAQMD air quality requirements.) Ensures a continuous and uniform bond between surfaces. Use the bonding agent over non- porous surfaces such as existing fluid-applied damproofing. Do not use where solvent cleaners are prohibited.

a) Patching Material: CIM 1000 Trowel Grade or Approved Equal patching material for damproofing.

4. Liquid applied, chemical and corrosion resistant urethane elastomer chemically thickened to allow trowel application with minimum sag. Use as a crack filler and for application to vertical surfaces and cold joints.

201-13.3 Execution.

201-13.3.1 Examination.

1. Ensure surfaces are reasonably smooth and free of holes, cracks or projections which might be detrimental to successful installation.

2. Verify that curing methods used for concrete are compatible with membrane system.

3. Verify that items penetrating damproofing system are securely installed.

4. Verify that concrete surfaces have cured a period of time acceptable to membrane manufacturer.

201-13.3.2 Preparation.

1. Protect adjacent surfaces not designated to receive damproofing.

2. Clean and prepare surfaces in accordance with manufacturer's instructions. Provide clean, dry and structurally sound concrete surface.

3. New Concrete:

a) Ensure concrete has a minimum compressive strength of 3,000 psi, is dry, and is free of release agents and curing compounds before application of fluid-applied damproofing.

4. Remove surface laitance and expose the underlying aggregate consistent with ICRI CSP 4 to 6 in accordance with ICRI 03732.

5. Ensure substrate is clean and dry in accordance with manufacturer's instructions.

6. Repair cracks in concrete surface with material suitable for type and width of crack, compatible with substrate and fluid-applied damproofing, and approved by the Architect.

7. Moisture Tests required to be administered by Contractor: Do not apply primer or fluidapplied damproofing to concrete surface unless two or more of the flowing moisture tests confirm appropriate moisture levels for properly prepared substrates:

    a) Plastic Sheet Method (ASTM D4263): Pass/Fail.

    b) Relative Humidity Test: Less than 75 percent relative humidity at 70 degrees F.

    c) Calcium Chloride Test: Less than 5 pounds per 1,000 square feet per 24 hours.

    d) Radio Frequency Test: Less than 5 percent moisture.

201-13.3.3 Installation.

1. Install in accordance with manufacturer's instructions
2. Apply primer to concrete surface a minimum of 5-mils wet thickness. A uniform coating free of holidays or pinholes is necessary to minimize outgassing effects curing the application of the fluid-applied damproofing to porous surfaces such as concrete. Surfaces may require additional coats to obtain a pinhole free finish.
3. Allow primer to cure in accordance with manufacturer's instructions before top-coating with the fluid-applied damproofing.
4. Apply fluid-applied damproofing in accordance with manufacturer's instructions.
5. Keep material containers tightly closed until ready for use.
6. Keep equipment, air supplies, and application surfaces dry.
7. Mix and apply when fluid-applied damproofing is above 60 degrees F (15 degrees C).
8. Do not use adulterants, thinners, or cutback solutions.
9. Blend and mix 2-component materials in accordance with manufacturer's instructions.
10. Do not hand mix components.

11. Maintain air supply for material spray application free of oil and water in accordance with ASTM D4285.

12. Apply fluid-applied damproofing directly to a clean and dry surface

13. Apply a 6 to 12-inch wide strip of joint cover sheet over cracks over 1/8-inch wide, nonworking joints, and edges. Adhere center joint cover sheet over all joints by applying a tack coat of the fluid-applied damproofing.

14. Apply sufficient fluid-applied damproofing to achieve 60 wet-mil film thickness.

15. Joint Lines:

    a) Prepare for joint lines should rain or other conditions require work stoppage or extended delay.

    b) Install joint lines clean and straight. Install overlap 6-inches minimum to ensure an impervious joint.

    c) Severely abrade with wire brush or sandpaper and apply bonding agent to all areas where the fluid-applied damproofing has cured beyond its recoat window.

16. Recoating:

    a) Consult with manufacturer for assistance in determining recoat window for specific temperature.

    b) Recoat the fluid-applied damproofing system within the recoat window to obtain maximum interlayer adhesion to build specific thickness.

    c) Immersion Service: Minimize areas to be recoated outside the recoat window, except at joint lines.

    d) Non-Immersion Service: Severely abrade with wire brush or surface grinder; apply bonding agent, and recoat, if fluid-applied damproofing has cured more than the recoat window. Acceptable adhesion can only be achieved through aggressive abrading.

17. Cure fluid-applied damproofing in accordance with manufacturer's instructions. Prior to water testing, allow minimum solvent release time of 24-hours to 48-hours at 60 degrees F (15 degrees C) for a 120-wet mil coating thickness.

201-13.3.4 Protection And Cleaning.

1. Protect adjacent surfaces from damages and stains.

2. Immediately remove and clean fluid-applied damproofing materials from surfaces not intended to receive the materials.

SECTION 203 - BITUMINOUS MATERIALS

203-6.1 **General.** To the “WHITEBOOK” and "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.1 **General.** Asphalt concrete shall be the product of mixing mineral aggregate and reclaimed asphalt pavement (RAP) with asphalt binder at a central mixing plant.

When specified in the Special Provisions, asphalt concrete may be produced using a warm mix asphalt (WMA) technology.

Unless otherwise specified in the Special Provisions or shown on the Plans, asphalt concrete mixtures shall conform to 203-6.4.

If the asphalt concrete mixture contains more than 15% RAP, refer to Caltrans Standard Specifications Section 39, “Asphalt Concrete” for “Materials” and “Construction” requirements only unless specified otherwise in these (1) Supplementary Special Provisions, (2) The WHITEBOOK, and (3) The GREENBOOK in that order of precedence. Replace all references to actions by the “Department” with actions by the “City.”

203-6.2.1 **Asphalt Binder.** To the "GREENBOOK", ADD the following:

Unless otherwise specified, for mixtures containing 15 percent or less RAP, the performance grade of the virgin asphalt binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of Performance Grade (PG) 64-10.

For mixtures containing greater than 15 percent and not exceeding 25 percent RAP, the performance grade of the virgin binder shall be the grade specified in the Special Provisions with the upper and lower temperature classification of PG 58-16.

For mixtures containing greater than 25 percent RAP, the performance grade of the asphalt binder shall be determined based on viscosity and blending charts developed in accordance with AASHTO M323.

203-6.2.2 **Rock Products for Asphalt Concrete Mixtures.** To the "GREENBOOK", ADD the following:

Aggregates must be clean and free from deleterious substances. The aggregates for a leveling course must comply with the gradation specifications for Type A HMA in Caltrans Standard Specification Section 39-2.02B.

203-6.2.3 **Rock Products for Type III Asphalt Concrete Mixtures.** To the "GREENBOOK", ADD the following:

Aggregate gradation must be determined before the addition of asphalt binder and must include supplemental fine aggregates. Test for aggregate gradation under AASHTO T 27. Do not wash the coarse aggregate. Wash the fine aggregate only. Use a mechanical sieve shaker. Aggregate shaking time must not exceed 10 minutes for each coarse and fine aggregate portion. Choose a TV within the TV limits shown in the tables titled "Aggregate Gradations." Gradations are based on nominal maximum aggregate size.

203-6.2.5.1 General. To the "GREENBOOK", ADD the following:

RAP shall be defined as asphalt concrete pavement that has been processed to a maximum of 1 inch (25 mm) in size and is free of contaminants. RAP may be substituted for part of the virgin aggregate in a quantity up to the lowest level allowed in the Caltrans Standard Specifications by dry weight of the combined aggregates.

Unless otherwise specified, RAP may be substituted for part of the virgin aggregate at or above the level allowed in the Caltrans Standard Specifications; currently, 25 percent by dry weight of the combined aggregates.

203-6.2.5.2 RAP Stockpiles. To the "GREENBOOK", ADD the following:

Fractionated RAP stockpiles shall be isolated from other materials. Fractionated RAP shall be stored in conical or longitudinal stockpiles. Fractionated RAP shall not be agglomerated or be allowed to congeal.

203-6.2.5.3 Fractionation. To the "GREENBOOK". DELETE in its entirety and SUBSTITUTE with the following:

203-6.2.5.3 Fractionation. Fractionation is the processing of RAP into 2 or more sizes. For RAP substitution of 15 percent or less, fractionation is not required. For RAP substitution greater than 15 percent, RAP shall be fractionated into 2 sizes conforming to the requirements shown in Table 203-6.2.5.3. The RAP stockpile fractionation gradation shall conform to the requirements shown in Table 203-6.2.5.3.

Table 203-6.2.5.3

Size	Test Method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202[a]	100
Fine (% passing the 3/8-inch sieve)	California Test 202[a]	98-100

[a] Maximum mechanical shaking time is 10 minutes.

If RAP is from multiple sources, the RAP shall be thoroughly and completely blended before fractionating.

The coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpile may be used.

203-6.2.5.4 Testing. To the "GREENBOOK", ADD the following:

The mix design RAP stockpile shall be sampled and tested in accordance with California Test 384. The average shall be reported on the mix design submittal. When the mix design RAP stockpile is augmented, RAP used to augment the stockpile shall be sampled at a minimum frequency of 1 sample per 500 tons in accordance with California Test 384 before augmenting. Each sample shall be tested to determine the

uncorrected binder content in accordance with AASHTO T 308. The same ignition oven shall determine the uncorrected asphalt binder content reported on the mix design submittal.

The augmented RAP sample, when tested under AASHTO T 209, shall be within ± 0.06 of the average maximum specific gravity reported on the mix design submittal.

For startup of a project:

1. Less than 5,000 tons of a QC test from another City approved submittal from the same plant within the last 90 days may be submitted for review.

2. For greater than 5,000 tons the following QC test must be completed and submitted to the Engineer:

Quality Characteristic	**Test Method**
Asphalt binder content	AASHTO T 308, Method A
HMA moisture content	AASHTO T 329
Combined Aggregate Gradation	California Test 384
Combined Aggregate Sand equivalent	California Test 217 or ASTM D2419
Combined Aggregate Moisture content	AASHTO T 255
Air voids content	AASHTO T 269
Voids in mineral aggregate	MS-2 Asphalt mixture volumetrics
Dust proportion	MS-2 Asphalt mixture volumetrics
Hveem Stability	MS-2 and OBC CT 367
Hamburg wheel track	AASHTO T 324 (modified)
Gyration Compaction	AASHTO T 312

During production, RAP QC testing shall be sampled twice daily and the following additional tests shall be performed with the minimum frequency:

Quality Characteristic	**Test Method**	**Minimum Frequency**
Asphalt binder content	AASHTO T 308, Method A	1 per day with a minimum of 500 tons
Aggregate Gradation – combined with RAP	California Test 384	1 per day with a minimum of 100 tons
Aggregate Sand equivalency	California Test 217 or ASTM D2419	1 per day with a minimum of 100 tons
Aggregate Moisture content	AASHTO T 255	1 per day with a minimum of 100 tons
Hveem Stability	MS-2 and OBC CT 367	1 per day with a minimum of 100 tons

Quality Characteristic	Test Method	Minimum Frequency
Hamburg wheel track	AASHTO T 324 (modified)	1 per 5,000 tons or 1 per project, whichever is greater
Nuclear gauge density	California Test 375	1 per 50 tons

203-6.2.5.5 Quality. To the "GREENBOOK", ADD the following:

For RAP content higher than 15% in HMA, refer to Sections 39-2.01, "General"; 39-2.02, "Type A Hot Mix Asphalt," and 39-2.03, "Rubberized Hot Mix Asphalt--Gap Graded," of the Caltrans Standard Specifications in effect at the time of Bid for the quality assurance requirements. Under this process, the contractor performs quality control testing, and the City performs acceptance testing and inspection. The acceptance decision is based on the City's test results only.

RAP shall conform to the requirements shown in Table 203-6.2.5.5:

Table 203-6.2.5.5

Quality Characteristic	Test method	Requirement
Uncorrected Binder Content (% within the average value reported)[a]	AASHTO T 308	±2.00
Specific gravity (within the average value reported)	AASHTO T 209	±0.06
Combined Aggregates Sand Equivalent (min)	California Test 217 or ASTM D2419	50

[a] Average uncorrected binder content of 3 ignition oven tests performed.

[a] Average maximum specific gravity reported on the JMF.

203-6.3.1 General. To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

203-6.3.1 General.

1. The Contractor shall submit in accordance with 3-8.4 a JMF that summarizes each asphalt concrete mix design for each class and grade of asphalt concrete required to construct the Work. Supporting information for the warm mix asphalt (WMA) technology and/or recycling agent, if included in a mixture, shall also be submitted e.g., C2 PG 58-16 (½ inch) (12.5 mm) and B3 PG 58-16 (¾ inch) (19 mm) asphalt concrete.

2. Asphalt concrete for JMF and Mix Designs shall be Type III and shall not exceed the allowable RAP level.

3. The JMF shall identify the source and the individual grading of each material used to produce the mix design (including the percentage and individual gradation of any manufactured or natural sands), the combined gradation, the optimum binder content (OBC), void content, reclaimed asphalt pavement (RAP) percentage, RAP gradation, RAP binder content, stability value, plant identification, mix number, WMA technology, and the source and performance grade of the paving asphalt. Upon request, the mix design test data represented by the JMF shall be immediately made available to the Engineer.

4. When greater than 25 percent RAP is to be included in a mixture, a mix design shall be submitted on Caltrans Forms CEM-3511 and CEM-3512 or another format as approved by the Engineer. The submittal shall include supporting information showing the viscosity of the individual binders (both the virgin paving asphalt grade and that of the binder recovered from the RAP); and the amount of recycling agent, if any, and the blended final viscosity in accordance with AASHTO M323.

5. For all mixtures, the asphalt binder content shall be defined as the total bituminous material present in the mix consisting of the blend of virgin paving asphalt, residual paving asphalt from RAP, and recycling agent.

6. Refer to Caltrans Standard Specifications, 39-2.01A(3)(b), "Job Mix Formula" for additional requirements for modifications, renewal, authorization, and quality control plan.

7. A new mix design shall be prepared and a new JMF submitted if:

    a) the combined aggregate gradation is not within ± 3 percentage points of the gradation shown on the referenced mix design on any sieve,

    b) the source of any aggregate is changed,

    c) the performance grade of paving asphalt is changed,

    d) the average binder content in a new fractionated RAP stockpile varies by more than ± 2.00 percent from the average RAP binder content reported on the JMF,

    e) the average maximum specific gravity in a new fractionated RAP stockpile varies by more than ± 0.060 from the average maximum specific gravity value reported on the JMF.

8. AASHTO T 324 (Modified) is AASHTO T 324 (Standard Method of Test for Hamburg Wheel-Track Testing of Compacted Asphalt Mixtures) with the following parameters:

    a) Target air voids must equal 7.0 ± 1.0 percent.

    b) Specimen height must be 60 ± 1 mm.

    c) Number of test specimens must be 4 to run 2 tests.

    d) Do not average the 2 test results.

e) Test specimen must be a 150 mm gyratory compacted specimen.

f) Test temperature must be set at:

1. 113 ± 2 degrees F for PG 58 for use of 25% RAP

2. 122 ± 2 degrees F for PG 64 for use of 15% RAP

3. Measurements for impression must be taken at every 100 passes along the total length of the sample.

g) Inflection point is the number of wheel passes at the intersection of the creep slope and the stripping slope at maximum rut depth.

h) Testing shut off must be set at 25,000 passes.

i) Submersion time for samples must not exceed 4 hours.

9. Take samples under California Test 125.

ADD:

203-6.3.3 Asphalt Binder Replacement. Asphalt binder replacement shall be defined as the asphalt binder from RAP expressed as a percent of the total asphalt binder in the mixture. The asphalt binder replacement shall be calculated as a percentage of the approved JMF target asphalt binder content. The maximum asphalt binder replacement for mixtures containing RAP shall be 25 percent of the optimum binder content (OBC) for surface courses and 40 percent for leveling and base courses.

For Type A HMA with a binder replacement percent less than or equal to 25 percent of your specified OBC, you may request that the performance-graded asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

Once the City has approved a mix design, the asphalt binder content shall be within 0.5% of the identified target binder contents for each mix design submitted.

Each approved asphalt plant and location shall perform an annual verification process with the City.

ADD:

203-6.4.5 Miscellaneous Areas and Dikes. For miscellaneous areas and dikes:

1. Choose the aggregate gradation from:

a) 1/2-inch Type A HMA aggregate gradation.

b) Dike mix aggregate gradation.

2. Choose asphalt binder Grade PG 58-16 or 64-10.

3. Minimum asphalt binder content must be:

   a) 5.70 percent for 1/2-inch Type A HMA aggregate gradation.

   b) 6.00 percent for dike mix aggregate gradation.

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content. Aggregate gradation for dike mix must be within the TV limits for the specified sieve size as shown below:

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73–77	TV ± 10
No. 8	58–63	TV ± 10
No. 30	29–34	TV ± 10
No. 200		0 - 14

For HMA used in miscellaneous areas and dikes, sections 203-6.3.1 do not apply.

203-6.7 Production. To the "GREENBOOK", ADD the following:

1. Before production, the HMA plant must have a current qualification under the City's Material Plant Quality Program for each mix design.

203-6.7.1 General. To the "GREENBOOK", ADD the following:

During production, the hot- or cold-feed proportion controls for virgin aggregate and RAP may be adjusted. For RAP substitution of 15 percent or less, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 15 percent. For RAP substitution of greater than 15 percent, RAP must be within ± 5 of the RAP percentage shown in the approved JMF form without exceeding 25 percent.

Do not start HMA production before verification and authorization of JMF. The HMA plant must have a current qualification under the City's Material Plant Quality Program. Weighing and metering devices used to produce HMA modified with additives must comply with the City's MPQP. If a loss-in-weight meter is used for dry HMA additive, the meter must have an automatic and integral material delivery control system for the refill cycle.

Calibrate the loss-in-weight meter by:

1. Including at least 1 complete system refill cycle during each calibration test run

2. Operating the device in a normal run mode for 10 minutes immediately before starting the calibration process

3. Isolating the scale system within the loss-in-weight feeder from surrounding vibration

4. Checking the scale system within the loss-in-weight feeder for accuracy before and after the calibration process and daily during mix production

5. Using a minimum 15 minute or minimum 250 lb. test run size for a dry ingredient delivery rate of less than 1 ton per hour

6. Complying with the limits of City's Conveyor Scale Testing

Proportion aggregate by hot or cold-feed control. The aggregate temperature must not be more than 375 degrees F when mixed with the asphalt binder. Asphalt binder temperature must be from 275 to 375 degrees F when mixed with aggregate. Mix HMA ingredients into a homogeneous mixture of coated aggregates.

HMA must be produced at the temperatures shown in the following table:

HMA compaction	**Temperature (°F)**
Density based Method	Not to exceed 325

If you stop production for longer than 30 days, a production start-up evaluation is required.

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-8 METAL SITE FURNISHINGS. To the "WHITEBOOK", ADD the following:

206-8.1 General.

206-8.1.1 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.

206-8.1.2 Quality Assurance.

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

206-8.1.3 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.

206-8.1.4 Warranty.

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

206-8.2 Products.

206-8.2.1 Bicycle Rack.

1. Manufacturer: Burke (800) 356-2070, or Approved Equal.
2. Size and Configuration: per Drawings
3. Material and Finish:
    a) Frame: 1.5" O.D. 11 Gauge Tube Steel
    b) TGIC polyester powder coat finish

206-8.2.2 Dog Drinking Fountain.

1. Manufacturer: Haws (775) 353-8386, or Approved Equal.
2. Size and Configuration: per Drawings
3. Material: 12 gauge type 304 Stainless Steel
4. Bowl material: 3/8" thick cast stainless steel
5. Finish: Powder-coat – color per drawings

206-8.2.3 Dog Waste Station.

1. Manufacturer: Dogipot (800) 364-7681, or Approved Equal.
2. Size and Configuration: per Drawings
3. Material: Aluminum

206-8.3 Execution.

206-8.3.1 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.

206-8.3.2 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.

206-9 PLAY STRUCTURES. To the "WHITEBOOK", ADD the following:

206-9.1 General.

206-9.1.1 Manufacturer.

1. Landscape Structures, Inc., (888) 436-6574, or Approved Equal.

206-9.1.2 Materials.

1. All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuffa„coating, etc. Colors shall be specified.

206-9.1.3 Fasteners.

1. Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific productinstallation/specifications). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

206-9.1.4 TenderTuff Coating.

1. Metal components to be TenderTuff coated shall be thoroughly cleaned in a hot phosphating wash system, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately 0.080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Standard colors are available, all with a matte finish.

206-9.1.5 ProShield Finish.

1. All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of powder spray guns where a minimum 0.002" of epoxy primer is applied. A minimum 0.004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is 0.006". ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

    a) Hardness (D3363) rating 2H

    b) Flexibility (D522) pass 1/8" mandrel

    c) Impact (D2794) rating minimum 80 inch-pounds

    d) Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater

    e) UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention*

    f) Adhesion (D3359, Method B) rating 5B

    g) The Paint Line shall employ a CHECKERED adhesion test daily.

    h) Standard colors are available. Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.

206-9.1.6 Decks.

1. All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (0.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos or Weevos.

206-9.1.7 Concrete Products.

1. Two processes are used to produce concrete products. (See specific product installation/ specification documents.)

    a) Glass Fiber Reinforced Concrete (GFRC) Products: Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs per square foot and an average ultimate flexural strength of 2,100 psi per ASTM C947. Finish: Exterior latex paint suited for concrete applications.

b) Precast Concrete Products: Wet-cast solid, molded concrete with an average compressive strength of 5,000 psi per ASTM C39. Unit weight range of about 115-145 lbs per cubic foot. Finish: Exterior latex paint suited for concrete applications.

206-9.1.8 Rotationally Molded Polyethylene Parts.

1. These parts shall be molded using prime natural linear low-density polyethylene having a tensile strength of 2400 psi per ASTM D638. Rotational molding resin is compounded with color and UV-stabilizing additives with a nominal wall thickness typically 1/4" with some variation depending upon product type. Standard colors are available.

206-9.1.9 Recycled Permalene Parts.

1. These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of 0.960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) 0.100" thick colored exterior layers over a 0.550" thick recycled Black interior core. Standard colors are available.

206-9.1.10 Footings.

1. Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

206-9.1.11 Hardware Packages.

1. All shipments shall include individual component-specific hardware packages. Each hardware package shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler name, date and time the package was assembled, work center number and work order number.

206-9.1.12 Installation Documentation.

1. All shipments shall include a notebook or packet of order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

206-9.1.13 Packing List.

1. All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

206-9.1.14 Packaging.

1. All components shall be individually wrapped or bulk wrapped and placed on skids (pallets) then shrink wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment.

206-9.1.15 Maintenance Kit.

1. An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touchup primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC and additional installation tools for the tamperproof fasteners.

206-9.2 Playbooster.

206-9.2.1 Posts.

1. Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a finished grade marker positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

206-9.2.2 Steel Posts.

1. All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of 0.120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.
2. Steel Post Mechanical Properties:
    a) Yield Strength (min): 50,000 PSI
    b) Tensile Strength (min): 55,000 PSI
    c) Elongation: 25% in 2 inches
    d) Modulus of Elasticity: 29.5 x 10^6 PSI

206-9.2.3 Aluminum Posts.

1. All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a 0.125" wall thickness.
2. Aluminum Post Mechanical Properties:
    a) Yield Strength (min): 35,000 PSI

b) Tensile Strength (min): 38,000 PSI

c) Elongation: 10% in 2 inches

d) Modulus of Elasticity: 10 x 106 PSI

206-9.2.4 Arch Posts.

1. Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center-to-center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be ProShield finished to a specified color.

206-9.2.5 Clamps.

1. All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

   a) Ultimate Tensile: 47,000 PSI

   b) Yield Strength: 28,000 PSI

   c) Elongation: 7% in 2 inches

   d) Shear Strength: 29,000 PSI

   e) Endurance Limit: 20,000 PSI

2. Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

3. PlayBooster® clamps have three functional applications and shall be named as follows:

   a) Offset hanger clamp assembly

   b) Deck hanger clamp assembly

   c) Hanger clamp assembly

4. Netplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

   a) Ultimate Tensile: 47,000 PSI

   b) Yield Strength: 28,000 PSI

   c) Elongation: 7% in 2 inches

   d) Shear Strength: 29,000 PSI

   e) Endurance Limit: 20,000 PSI

5. Each functional clamp assembly shall have an appropriate number of rope clamps and back clamps and shall be fastened to each other with (2) 5/8" x 1 1/2" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed nuts. Either a face clamp shall be fastened to rope clamp with (2) 3/8" by 1-3/8" pinned button head cap screws or a single tab casting plate shall be fastened to rope clamp with (4) 3/8" by 1-3/8" pinned button head cap screws with 3/8" SAE flat washers. A 1/4" x 5/8" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

6. Geoplex Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be fabricated from 7GA using 0.179" (4.54 mm) T316 stainless steel.

    a) Ultimate Tensile: 84,000 PSI

    b) Yield Strength: 25,000 PSI

7. Each functional clamp assembly shall have an appropriate number of locking clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) with (2) 3/8" SAE flat washers. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

206-9.2.6 Steel-reinforced cables.

1. Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Available in Black or Red. Some products available in Black only or Red only.

206-9.2.7 PlayOdyssey® Structural Frame.

1. Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a finished grade marker positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded lowdensity polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (0.313") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws through (2) 1/4" flanges.

206-9.2.8 PlayOdyssey Optional Aluminum Roof Posts.

1. All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a 0.125" wall thickness. Post sleeve shall have 4.675" outside diameter with a 0.150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets.

206-9.2.9 Vibe Handholds.

1. Rotomolded shell, with 7 GA (0.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

206-9.2.10 Vibe Roof.

1. Rotomolded shell, with 12 GA (0.105") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

206-9.2.11 Vibe Enclosures.

1. Rotomolded shell, with 7 GA (0.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available. Option of 10 activity panels available in standard Permalene® colors. Also available bubble or window panel made of 1/4" clear polycarbonate.

206-9.3 Loop Arch 40" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
2. Handhold Panel: Permalene, color specified.
3. Offset Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color specified.
4. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.
5. Loop Arch: Weldment comprised of 1.660" (42.16 mm) O.D. RS-20 (0.085" - 0.095") (2.16 mm-2.41 mm) galvanized steel tubing, 1.315" (33.40 mm) O.D. RS-20 (0.080" - 0.090") (2.03 mm-2.28 mm) galvanized steel tubing and 1/4" (6.35 mm) flat steel. Finish: ProShield, color specified.

206-9.4 ABC Climber 32" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
2. Footer: Weldment comprised of 1.660" (42.16 mm) O.D. RS-20 (0.085" - 0.095") (2.16 mm-2.41 mm) galvanized steel tubing and 3/16" x 2" (4.75 mm x 51 mm) HR flat steel. Finish: ProShield, color specified.

3. Climber Plank: Flange formed from 11 GA (0.120") (3.04 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7.92 mm) diameter holes. Finish: TenderTuff, color specified.

4. Climber Bracket: Fabricated from formed 3/16" x 2" (4.75 mm x 51 mm) HRPO steel sheet. Finish: ProShield, color specified.

5. Clamps: Cast aluminum. Finish: ProShield, color specified.

6. Panels: Permalene, color specified.

206-9.5 Pod Climber w/Handloop 24" Dk DB Right Mounted Handhold.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Handhold Panel: Permalene, color specified.

3. Handloop: Weldment comprised of 1.125" (28.58 mm) O.D. x 11 GA (0.120") (3.04 mm) steel tubing with 203 or 303 stainless steel inserts, with 3/8" (9.53 mm) internal thread. Finish: TenderTuff, color specified.

4. Clamps: Cast aluminum. Finish: ProShield, color specified.

5. Disc: Rotationally molded from U.V. stabilized linear low-density polyethylene, disc measures 14" (356 mm) in diameter x 7" (178 mm) high, color specified.

6. Support: Weldment comprised of 1.900" (48.26 mm) O.D. RS-20 (0.090" - 0.100") (2.28 mm-2.54 mm), 1.315" (33.40 mm) O.D. RS-20 (0.080" - 0.090") (2.03 mm-2.28 mm) and 3/16" x 5" (4.75 mm x 127 mm) diameter plate. Finish: ProShield, color specified.

206-9.6 Square Tenderdeck.

1. Square Deck: Flange formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7.92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66.68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

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

3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

206-9.7 Kick Plate 8" Rise.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Kick Plate: Fabricated from 11 GA (0.120") (3.04 mm) HR flat steel. Finish: TenderTuff, brown or gray in color.

206-9.8 Transfer Step w/2 Handloops DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Handloop: Weldment comprised of 1.125" (28.58 mm) O.D. x 11 GA (0.120") (3.05 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15.88 mm) internal thread. Finish: TenderTuff, color specified.

3. Step Support: Weldment comprised of 1.660" (42.16 mm) O.D. RS-20 (0.080" - 0.095") (2.03 mm-2.41 mm) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44.45 mm x 44.45 mm x 3.17 mm) HR angle. Finish: ProShield, color specified.

4. Clamps: Cast aluminum. Finish: ProShield, color specified.

5. Step: Formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Finish: TenderTuff, color specified.

206-9.9 Handhold Panel.

1. Handhold Panel: Recycled Permalene, color specified.

2. Clamps: Cast aluminum. Finish: ProShield, color specified.

3. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

206-9.10 Table Panel DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Table Top Bracket: Fabricated from 1/4" x 3 1/2" x 28 9/16" (6.35 mm x 88.9 mm x 725.47 mm) HRPO flat steel. Finish: ProShield, color matched to posts.

3. Support Leg: Weldment comprised of 2.375" (60.33 mm) O.D. RS-20 (0.095" - 0.105") (2.41 mm-2.66 mm) galvanized steel tubing and 1/4" x 2 1/2" x 9" (6.35 mm x 63.5 mm x (229 mm) flat plate. Finish: ProShield, color specified.

4. Table Panel: One-color Permalene panel measures 19 1/2" (495.3 mm) wide x 34 3/4" (882.65 mm) long, color specified.

5. Table End Panel: One-color Permalene panel measures 34" (864 mm) wide x 13 3/8" (339.73 mm) high, color specified.

6. Access Clamp: Weldment comprised of 3/8" (9.53 mm) HRPO steel plate and 1/4" x 1 3/4" (6.35 mm x 44.45 mm) wide steel clamp. Finish: ProShield, color specified.

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

8. Frame: Weldment comprised of 3/16" x 2" x 1 1/4" (4.75 mm x 51 mm x 31.75 mm) HRS angle and 3/16" x 2" (4.75 mm x 51 mm) flat steel bar. Finish: ProShield, color matched to posts.

206-9.11 Optigear Panel Above Deck.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified

3. Angled Panel Bracket: Weldment comprised of 0.190" (4.83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28.58 mm) O.D. x 1 1/2" (38.1 mm) long. Finish: ProShield, color specified.

4. Optigear Panel Assy.: (Panels) Two color Permalene, color specified. (Poly Panel) 0.236" (5.99 mm) thick clear polycarbonate, 3/8" (9.53 mm) threaded rod and 3/16" (4.75 mm) SST plate.

5. Clamps: Cast aluminum. Finish: ProShield, color specified.

206-9.12 Marble Panel Above Deck.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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

3. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

4. Angled Panel Bracket: Weldment comprised of 0.190" (4.83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28.58 mm) O.D. x 1 1/2" (38.1 mm) long. Finish: ProShield, color specified.

5. Marble Panel Assy.: (Panels) Two color Permalene, color specified. (Poly Panel) Fabricated from 0.236" (5.99 mm) thick clear polycarbonate. (Marbles) 2" (51 mm) Diameter glass.

206-9.13 Color Splash Panel Above Deck.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Color Splash

3. Panel Assy.: Assembly comprised of (Permalene Panels), color specified. (Lexan Panel) 1/4" (6.35 mm) thick x 26 3/4" (679.45 mm) diameter. (Acrylic Panel) 1/8" (3.18 mm) thick x 26 3/4" (679.45 mm) diameter clear. (Color Wheel) 0.1875" (4.76 mm) thick x 23 7/16" (595.30 mm) diameter aluminum sheet. Finish: ProShield, image is transferred into paint by the process of infusion. (Shaft) 300 Series stainless steel. (Thrust Oilite Bearing) 0.125" (3.18 mm) thick x 2.875" (73.03 mm) diameter. (Sleeve Oilite Bearing) 1.25" (31.75 mm) diameter x 0.750" (19.05 mm) long.

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

5. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

6. Angled Panel Bracket: Weldment comprised of 0.190" (4.83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28.58 mm) O.D. x 1 1/2" (38.1 mm) long. Finish: ProShield, color specified.

7. Panel: Permalene panel measures 35 5/8" (904.87 mm) wide x 41" (1041 mm), color specified.

206-9.14 Playstructure Seat.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Seat: Flange formed from 11 GA (0.120") (3.04 mm) sheet steel. Seating surface is perforated with 1/4" (6.35 mm)diameter holes. Finish: TenderTuff, color specified.

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

206-9.15 Grab Bar.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Grab Bar: Weldment comprised of formed 7/8" (22.23 mm) O.D. x 11 GA (0.120") (3.04 mm) and 1/4" x 1 3/4" (6.35 mm x (44.45 mm) stainless steel half clamps. Finish: TenderTuff, color specified.

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

206-9.16 Saddle Spinner DB 12" Height.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Spinner Seat: Rotationally molded from U.V. stabilized linear low-density polyethylene measuring 18 1/4" (463.55 mm) wide x 7" (178 mm) high, color specified.

3. Shaft Assembly: (Spinner Seat Post) Weldment comprised of 2.875" (73.03 mm) O.D. RS40 (0.160"-0.170") (4.06 mm-4.32 mm) Wall galvanized steel tubing, 1.250" (31.75 mm) O.D. steel shaft, 12 Ga. (0.105") (2.66 mm) HR flat steel and 1144 steel collar. Finish: ProShield, color specified. (Sleeve/Plate) Weldment comprised of 1/4" (6.35 mm) sheet HRPO steel and 2.875" (73.03 mm) O.D. schedule 80 steel tubing. Finish: ProShield, color specified.

4. Rubber Gasket: Made from 50 durometer neoprene.

206-9.17 OmniSpin Spinner Surface Mount.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. OmniSpin Spinner Frame Assembly: (Frame) Weldment comprised of 2.375" (60.33 mm)O.D. RS20 (0.095"-0.105") (2.41 mm-2.66 mm) wall galvanized steel tubing, 2.875" (73.03 mm) O.D. RS40 (0.160"-0.170") (4.06 mm-4.32 mm) wall galvanized steel tubing, 1/4" (6.35 mm) HR flat steel and 3 1/2" (88.9 mm) O.D. CF steel bar. (Base) Weldment comprised of 3/8" (9.53 mm) HRPO sheet steel and 3/16" (4.75 mm) HRPO sheet steel. (Shock Covers) 16 GA (0.060") (1.52 mm) HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield, black in color.

3. OmniSpin Spinner: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

206-9.18 126" Alum Post For Roof DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.19 92" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.20 100" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.21 108" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.22 116" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.23 124" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.24 132" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.25 148" Alum Post DB.

1. Post: See Section 206-9.2.3 for Aluminum post.

206-9.26 Square Poly Roof Standard Logo Panels.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Roof Sleeve: Cast from A356 aluminum alloy.

3. Roof Logo: Two color roof logo measures 41" (1041 mm) wide x 5 1/8" (130.18 mm) high, color specified.

4. Poly Roof: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

206-9.27 Rhapsody Tongue Drum Junior w/o Mallet DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Recycled permalene, specify color

3. Frame: Weldment comprised of 1.900" (48.26 mm) O.D. RS40 (0.120"-0.130")(3.00 mm-3.30 mm) wall galvanized steel tubing, 1.660 OD RS40 (0.111 - 0.121) wall galvanized steel tubing and 3/8" (9.52 mm) thick HRPO steel sheet. Finish: ProShieldÂ®, color specified.

4. Stainless steel

206-9.28 Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications)

2. Border: Permalene, black in color.

3. Sign Panel: Panel is fabricated from 1/8" (0.125")(3.17 mm) aluminum plate. Finish: ProShield®, gray in color. (Sign) Digital image is transferred to a 1/8" (0.125")(3.17 mm) ProShield coated aluminum plate, then infused into the ProShield.

4. Post: Weldment comprised 2.375" (60.33 mm) O.D. RS20 (0.095-0.105) (2.41 mm-2.67 mm) wall galvanized tube, 1/4" (6.35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

206-9.29 Roller slide 40" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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

3. Rollers: Fabricated from 1.900" (48.26 mm) O.D. x 16 GA (0.060") (1.52 mm) galvanized steel tubing. Finish: TenderTuff, color specified.

4. Roller Shafts: Fabricated from 1/2" (305 mm) diameter CRS zinc-plated with yellow chromate finish.

5. Rails: Extruded from 6005-T1 aluminum. Finish: ProShield, color specified.

6. Support Leg: Fabricated from 1.900" (48.26 mm) O.D. RS-20 (0.090" - 0.100") (2.28 mm-2.54 mm) galvanized steel tubing. Finish: ProShield, color specified.

7. Rail: 1 1/8" (28.58 mm) O.D. 6061-T6 aluminum extrusion with 5/16" (7.92 mm) walls. Finish: ProShield, color specified.

8. Hood: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

9. Top Plate: Formed from 10 GA (0.135") (3.43 mm) 304-2B SST. Finish: TenderTuff, color specified.

10. Rail Spacer: Fabricated from 1.312" (33.32 mm) O.D. x 16 GA (0.065") (1.65 mm) steel tubing. Finish: ProShield, color specified.

11. Tube: 1 1/8" O.D. x 1 5/8" long aluminum tube. Finish: ProShield, color specified.

206-9.30 Full Bucket Seat ProGuard Chains for 8' Beam Height.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Full Bucket Seat: Made of U.V. stabilized high-quality black rubber encapsulating a 24 GA (0.024") (0.61 mm) stainless steel reinforcement plate. Handles cast from 356-T6 aluminum alloy with black polyarmor paint finish. Handles attach to seat with (3) 1/4" (6.35 mm) x 1 5/16" (33.32 mm) long stainless steel rivets. The full bucket measures 9" (229 mm) deep x 10 1/2" (266.7 mm) wide.

3. Chain/ProGuard: Steel 3/16" (4.75 mm) straight link chain, 800 lb. (362.87 kilograms) working load limit. Finish: ProGuard.

206-9.31 5" Arch Swing Frame 8' Beam Height Only.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Swing Beam: Weldment comprised of tee clamps and 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a 0.125" (3.17 mm) W. Finish: ProShield, color specified.

3. Arch Posts: See PlayBooster (PB) General Specifications.

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

206-9.32 123" Disc Challenge w/Handhold Panels Equal Decks Attached To 16" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Clamps: Cast aluminum. Finish: ProShield, color specified.

3. Disc: Rotationally molded from U.V. stabilized linear low-density polyethylene, disc measures 14" (356 mm) in diameter x 7" (178 mm) high, color specified.

4. Chain: Steel 1/4" (6.35 mm) straight link chain, 3,150 lb (1428.82 kilograms). working load limit. Finish: ProGuard.

5. Handhold: Weldment comprised of 1.315" (33.40 mm) O.D. RS-20 (0.080" - 0.090") (2.03 mm-2.28 mm) galvanized steel tubing and 3/16" x 1 1/2" (4.75 mm x 38.1 mm) steel clevis. Finish: ProShield, color specified.

6. Disc Brackets: Weldment comprised of 1.660" (42.16 mm) O.D. RS-20 (0.085 - 0.095") (2.16 mm-2.41 mm) galvanized steel tubing and 3/16" x 5" (4.75 mm x 127 mm) diameter plate. Finish: ProShield, color specified.

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

8. Footer: Weldment comprised of 1.660" (42.16 mm) O.D. RS-40 (0.111" - 0.121") (2.81 mm- 3.07 mm) galvanized steel tubing and 1" x 5" x 1/4" (25 mm x 127 mm x 6.35 mm) HRPO flat steel. Finish: ProShield, color specified.

9. Beam: Weldment comprised of 2.875" (73.03 mm) O.D. RS-40 (0.160"-0.170") (4.06 mm-4.32 mm) galvanized steel tubing, 3/16" x 1 7/16" x 1 3/4" (4.75 mm x 36.50 mm x 44.45 mm) formed brackets and 1/4" (6.35 mm) HRPO flat steel. Finish: ProShield, color specified.

206-9.33 Clatterbridge 123” w/Barriers.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. COVER PLATE: Fabricated from 12 GA. (0.105") (2.66 mm) HRPO plate. Finish: ProShield, color specified.

3. Clamps: Cast aluminum. Finish: ProShield, color specified.

4. PLANK: Weldment comprised from 12 GA. (0.105") (2.67 mm) HRPO plate with 5/16" (7.92 mm) diameter perforated holes and threaded stainless steel inserts, plank measures 11 7/16" x 46 7/8" (290.50 mm x 1190.63 mm) long. Finish: TenderTuff, color specified.

5. CABLE: Made of tightly woven, polyester-wrapped, six stranded galvanized-steel cable with a PVC wrapped galvanized steel core.

6. Barrier: Weldment comprised of 1.900" (48.26 mm) O.D. RS-20 (0.090" - 0.100") (2.28 mm-2.54 mm) galvanized steel tubing beam, 1.029" (26.14 mm) O.D.

RS-20 (0.070" - 0.080") (1.78 mm-2.03 mm) galvanized steel tubing and 7 GA. (0.179") (4.55 mm) HRPO sheet steel. Finish: ProShield, color specified.

7. ATTACHMENT BRACKET: Fabricated from 11 GA. (0.120") (3.04 mm) HRPO plate. Finish: TenderTuff, color specified.

8. MOUNTING BRACKET: Weldment comprised from 1/2" (12.7 mm) HRPO sheet steel, (2) 1/4" x 1 3/4" (6.35 mm x 44.45 mm) steel half clamps and 7/8" (22.23 mm) diameter 304L stainless steel tube. Finish: ProShield, color specified.

206-9.34 Pod Climber 8" DB.

1. Support: Weldment comprised of 1.900" (48,26 mm) O.D. RS-20 (0.090" - 0.100") (2.28 mm- 2.54 mm) 1.315" (33.40 mm) O.D. RS-20 (0.080" - 090") (2.03 mm-2.28 mm) and 3/16" x 5" (4.75 mm x 127 mm) diameter plate. Finish: ProShield, color specified.

2. Disc: Rotationally molded from U.V. stabilized linear low-density polyethylene, disc measures 14" (356 mm) in diameter x 7" (178 mm) high, color specified.

3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

206-9.35 GeoPlex Climber Wall w/Alum Posts DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Climbing Wall: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

3. Locking Clamp: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified. Wall measures 37in (939 mm) wide x 34in(863 mm) High.

206-9.36 GeoPlex Climber 72" Dk.

1. Handhold Panel: Recycled Permalene, color specified.

2. Clamps: Cast aluminum. Finish: ProShield, color specified.

3. Climbing Wall: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

4. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified .

5. Locking Clamp: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified. Wall measures 37â€• (939 mm) wide x 34â€• (863 mm) High.

6. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

206-9.37 Step Ladder 48" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Handhold Panel: Permalene, color specified.

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

4. Handrail: Formed from 1.125" (28.58 mm) O.D. x 11 GA (0.120") (3.04 mm) galvanized steel tubing. Finish: TenderTuff, color specified.

5. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

6. Step Ladder: Fabricated and formed from 14 GA (0.075") (1.91 mm) HRPO sheet steel with 5/16" (7.92 mm) perforated holes for steps and welded 12 GA (0.105") (2.66 mm) HRPO sheet steel for sides. Finish: TenderTuff, color specified.

7. Step Ladder Support: Weldment comprised of 1.660" (42.16 mm) O.D. RS-20 (0.085" - 0.095") (2.16 mm-2.41 mm) galvanized steel tubing and 1/4" x 2" (6.35 mm x 51 mm) zinc plated steel strap. Finish: ProShield, color specified.

206-9.38 Deck Link w/Barriers Steel End Panels 2 Steps.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Barrier: Weldment comprised of 1.125" (28.58 mm) O.D. x 11 Ga. (0.120") (3.04 mm) wall steel tubing, 5/8" (15.88 mm) O.D. steel bar with 203 or 303 stainless steel 3/8" (9.53 mm)threaded inserts. Finish: TenderTuff, color specified.

3. Clamps: Cast aluminum. Finish: ProShield, color specified.

4. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

5. Step Section: Formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 1/4" (615.95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7.94 mm) diameter holes. Finish: TenderTuff, color specified.

6. SteelX Panels: Zinc plated 7 GA (0.179") (4.55 mm) HRPO flat steel. Finish: ProShield, color specified

206-9.39 Lollipop Climber 72" Dk DB.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Handhold Panel: Permalene, color specified.

3. Lollipop Climber: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (0.080"-0.090") (2.03 mm-2.28 mm) wall galvanized steel tube, 2.375" (60.33 mm) O.D. RS20 (0.095"-0.105") (2.41 mm-2. 66 mm) wall galvanized steel tube, 1/4" (6.35 mm) HRPO steel sheet and 10 GA. (0.135") (3.43 mm) HRPO steel. Finish: ProShield, color specified.

4. Spacer Tube: Made from 6061-T6 aluminum 7/8" (22.23 mm) O.D. x 1 11/16" (42.85 mm). Finish: ProShield, color specified.

5. Clamps: Cast aluminum. Finish: ProShield, color specified.

206-9.40 Square Deck Extension.

1. Square Deck Extension: Flange formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7.92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 42" x 47" (66.68 mm x1067 mm x 1194 mm). Finish: TenderTuff, color specified.

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

3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

206-9.41 Triangular Tenderdeck.

1. Triangular Deck: Flange formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16"

(7.92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4" (66.68 mm x 958.85 mm). Finish: TenderTuff, color specified.

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

3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

206-9.42 Tri-Deck Extension.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Triangular Deck Extension: Flange formed from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7.92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size of two of the three sides measures 2 5/8" x 37 7/8" (66.68 mm x 962.03 mm) on the face of the deck and the other side measures 2 5/8" x 43 3/4" (66.68 mm x 1111.25 mm). Finish: TenderTuff, color specified.

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

206-9.43 Balcony Deck w/Wheel.

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

2. Wheel Clamp: Formed from 3/16" x 2" (4.75 mm x 52 mm) HRPO zinc-plated. Finish: ProShield, color specified.

3. Barrier: Weldment comprised of 5/8" (15.87 mm) solid steel vertical rails, 1 1/8" (28.57 mm) O.D. steel horizontal rails with 203 or 303 stainless steel welded inserts with 5/8" (15.87 mm) internal threads. Finish: TenderTuff, color specified.

4. Deck: Fabricated from 12 GA (0.105") (2.66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7.93 mm) diameter holes perforated. The finished size measures 2 5/8" x 34" (66.67 mm x 863 mm) (straight edge) x 17" (431 mm) radius (curved edge). Finish: TenderTuff, color specified.

5. Wheel Bracket: Weldment comprised of formed 3/16" (4.75 mm) plate and 5/8" (15.88 mm) O.D. stainless steel shaft. Finish: ProShield, Black in color

6. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

7. Wheel: 12" (305 mm) diameter cast A319.1 aluminum alloy. Shaft-303 stainless steel. Finish: TenderTuff, color specified.

206-9.44 Pipe Barrier Above Deck.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

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

3. Pipe Barrier: Weldment comprised of 5/8" (15,88 mm) solid steel vertical rails, 1 1/8" (28.58 mm) O.D. x 11 GA (0.120") (3.04 mm) steel horizontal rails with 203 or 303 stainless steel welded inserts with 5/8" (15.88 mm) internal threads, 1 1/2" x 1 1/2" x 29 1/2" (38.1 mm x 38.1 mm x 749.3 mm) angle iron. Barrier measures 33 7/8" (860.43 mm) wide x 39 13/16" (1011.22 mm) high. Finish: TenderTuff, color specified.

4. 90o Bracket: Formed from 1/4" x 1 1/4" (6.35 mm x 31.75 mm) HRPO flat steel. Finish: ProShield, color specified.

206-9.45 Wobble Pod DB Only.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Spring Assembly: Comprised of 5 5/8" (142.88 mm) diameter 13/16" (20.62 mm) tempered alloy steel coil, 1/4" (6.35 mm) thick HRPO zinc plated steel, 1/4" (6.35 mm) thick HRPOsheet steel and spring wedge casting made from A-356T-6 aluminum. Finish: ProShield, color specified.

3. Spring Leg: Weldment comprised of 3 1/2" (88.9 mm) O.D. RS20 (0.120"-0.130") (3.04 mm- 3.30 mm) galvanized steel tubing and 1/4" x 10" (6.35 mm x 254 mm) diameter HRPO zinc plated steel mounting plate. ProShield, color specified.

206-9.46 Blender Spinner DB.

1. Footer: Weldment comprised of 2.375" (60.32 mm) O.D. RS40 (0.130"-0.140") (3.30 mm- 3.56 mm) wall galvanized steel tube, 12 GA. (0.105") (2.66 mm) HR flat steel and 1 7/8" (47.62 mm) steel ball. Finish: ProShield, color specified.

2. Support Arm: Weldment comprised of 2.375" (60.33 mm) O.D. RS40 (0.130"-0.140")(3.30 mm - 3.56 mm) wall galvanized steel tube, 2.750" (69.85 mm) O.D. 1018 steel, and 1/4" (6.35 mm) HRPO flat steel. Finish: ProShieldÂ®, color specified.

3. Bushing: Oil-filled UHMW PE.

4. Clamps: Cast aluminum. Finish: ProShield, color specified.

206-9.47 WhirlyQ Spinner SM Only.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Spinner Top/Bottom: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

3. Helix Tubes: Weldment comprised of 1.90" (48.26 mm) O.D. RS40 (0.120" - 0.130") (3.05 mm - 3.30 mm) wall galvanized steel tubing, 1/4" (6.35 mm) HRPO steel plate, 1/2" (12.7 mm) HRPO steel plate. Finish: ProShield, color specified.

4. Deck: Comprised of .120 (3.05mm) 11ga HRPO steel sheet and 3/8-16UNC steel threaded inserts. Finish: Zinc plated.

5. Base Assemby: Comprised of (Base Frame) Weldment comprised of 0.179 (4.55mm) HRPO steel sheet, 3/8" (9.53 mm) HRPO steel plate, 1/2" (12.7 mm) HRPO steel plate, 7-1/4" (184.15 mm) O.D. CF steel bar, 3/4" (19.05 mm) O.D. stainless steel bar. Finish: Zinc plated.

6. (Shock Cover) Comprised of 0.105" (2.67 mm) HRPO steel sheet, 3/8-16unc thread inserts. Finish: ProShield, black in color.

7. (Shaft) Comprised of 6" (152.4 mm) O.D. 1-1/2" wall (38.1 mm) CF steel tubing, 1/4" (6.35 mm) HRPO steel plate, 1/2" (12.7 mm) HRPO steel plate. Finish: Zinc plated.

8. (Crank Arm) Weldment comprised of 1/2" (12.7 mm) stainless steel plate, 1-1/8" (28.58 mm) O.D. stainless steel bar.

9. (Crank Hub) Weldment comprised of 4-1/2" (38.1 mm) O.D. stainless steel bar, 7/8" (22.26 mm) O.D. stainless bar.

10. (Hub Clamp) Comprised of 0.120" (3.05 mm) (11ga) stainless steel sheet

11. (Shocks) Gas shocks with fixed oillite bearings.

12. (Bearings) 5" (127 mm) I.D. Tapered Roller Bearings

13. Top Ring: Weldment comprised of 2" (50.8 mm) squarrer .120 wall (11ga) steel tubing and 3/8-16unc thread inserts. Finish: ProShield, color specified.

14. Shaft Top Plate: Comprised of 3/8" (9.53 mm) HRPO steel plate. Finish: ProShield, specify color.

15. Deck Gussets: Weldment comprised of 2" (50.8 mm) square .120 wall (11ga) steel tubing, 1/4" (6.35 mm) HRPO steel plate, 3/8" (9.53 mm) HRPO steel plate. Finish: Hot Dip Galvanized.

16. GripX Deck Surface: 3/4" (19.05 mm) Thick Permalene, black in color.

206-9.48 Track Ride (18' Connecting).

1. Trolley Assembly: Steel body with a 7/8" (22.22 mm) O.D. x 0.120" (3.04 mm) wall steel tubing handle assembly. Four urethane roller skate wheels and tivar guide block. Completely assembled. Steel Body Finish: TenderTuff, brown in color.

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

3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

4. Crossover: Weldment comprised of tee clamps and a 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3.17 mm) wall. Finish: ProShield, color specified.

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

206-9.49 Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Sign Panel: Panel is fabricated from 1/8" (0.125")(3.17 mm) aluminum plate. Finish: ProShield®, gray in color. (Sign) Digital image is transferred to a 1/8" (0.125")(3.17 mm) ProShield coated aluminum plate, then infused into the ProShield.

3. Post: Weldment comprised 2.375" (60.33 mm) O.D. RS20 (0.095-0.105) (2.41 mm-2.67 mm) wall galvanized tube, 1/4" (6.35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

206-9.50 Oodle Swing DB Only.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Rope Tab Swivel: Made from 6061-T6 aluminum.

3. Swing Seat: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

4. Swing Seat Brkt: Weldment comprised of 1.66" (42.16 mm) O.D. RS-40 (0.108" - 0.132") (2.74 mm-3.35 mm) wall galvanized steel tube, 1.000" (25.4 mm) O.D. x 0.750" (19.05 mm) I.D. 1018 steel tube and 7GA (0.179") (4.55 mm) HRPO steel sheet. Finish: ProShieldÂ®, color specified.

5. Swing Hanger Assembly: Assembly comprised of 300 series stainless steel knuckle and yoke, stainless steel swing pin, stainless steel spring pin and oilite bushings.

6. Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (0.120") (3.04 mm) HRPO steel sheet.

7. Swing Beam Assy.: Weldment comprised of 3.500" (88.9 mm) O.D. RS20 (0.080"-0.090") (2.03 mm-2.28 mm) wall galvanized steel tube and 1/2" (12.7 mm) thick stainless steel tabs. Finish: ProShield, color specified.

8. Cable: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6061-T6 aluminum.

9. Swing Leg: 3.500" (88.9 mm) O.D. RS20 (0.080"-0.090") (2.03 mm-2.28 mm) wall galvanized steel tube. Finish: ProShield, color specified.

206-9.51 Belt Seat ProGuard Chains for 8' Beam Height.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
2. Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (0.029") (0.74 mm) spring stainless steel sheet and (4) 0.105" (2.67 mm) thick stainless steel washers. The belt seat elliptical shape measures 7" (178 mm) wide x 26" (660 mm) long x 0.700" (17.78 mm) thick.
3. Bolt Link: Stainless Steel.
4. Chain/ProGuard: Steel 3/16" (4.75 mm) straight link chain, 800 lb. (362.87 kilograms) working load limit. Finish: ProGuard.

206-9.52 Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height.

1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

2. Bucket Seat Assy: (Bucket Seat & Yoke) Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified. (Pipebolt) Made from 1.125" (28.58 mm) O.D. 6005-T5 threaded annodized aluminum tube. (Bearings) UHMW PE lubricated. (Brackets) Made from 356-T6 aluminum.

3. Mounting Bracket: Cast from 535 aluminum magnesium.

4. Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (0.120") (3.04 mm) HRPO steel sheet.

5. Dbl. Pivot Block: Fabricated from 6061-T6 Aluminum with bronze oil impregnated bearing.

6. Chain/ProGuard: Steel 3/16" (4.75 mm) straight link chain, 800 lb. (362.87 kilograms) working load limit. Finish: ProGuard.

206-9.53 Warranty.

1. Manufacturer warrants that all playstructures and/ or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

2. 100-year limited warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

3. 15-year limited warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

4. 10-year limited warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

5. 8-year limited warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

6. 5-year limited warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

7. 3-year limited warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

8. The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered normal wear in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

9. This warranty does not include any cosmetic issues or wear and tear from normal use of theproduct, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with manufacturer's installation instructions and maintained according to the maintenance procedures furnished by manufacturer.

206-10 OUTDOOR FITNESS. To the "WHITEBOOK", ADD the following:

206-10.1 General.

206-10.1.1 Summary.

1. Section includes composite structure, stand-alone fitness stations, fitness courses and accessories.

2. Basis of design is GTFit fitness stations, Thrive composite structures, Challenge Couse fitness courses and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, www.GameTime.com, or Approved Equal.

206-10.1.2 Submittals.

1. Product Data: Include physical characteristics such as shape, dimensions, gauge and material for each component. Provide finish information and available colors.

2. Shop Drawings: Include plans, elevations, details, and installation instructions for each component.

3. Warranty: Include sample of manufacturer's standard warranty.

206-10.1.3 Quality Assurance.

1. Installer: Must be certified by the manufacturer.

2. Safety Standards: Comply with requirements of ASTM F 3101-15.

206-10.1.4 Warranty.

1. Warranty shall meet or exceed the warranty provisions of GameTime as follows:

    a. 10-year limited warranty.

206-10.2 Products.

206-10.2.1 Steel Structure And Components.

1. Steel structure: Carbon steel tubes with thickness of 3mm or 4mm and a standard of 35-8 or 45-8 (ASTM Grade B).
2. Welding: MIG welding with hollow coil feed.
3. Screws: All from 304 stainless steel. Anti-temper S-TORX head / special signature screws are used when necessary.

206-10.2.2 Coating Systems.

1. Galvanization: In accordance with ASTMB633-07 standard, electro galvanization provides surface rust protection and superior color adhesion.
2. Coating: DUPONT ALESTA AD Powder coating for architectural use. Made from carboxyl polyester and TIGC. Designed particularly for all the classic requirements of outdoor exposure: rain, fog, UV from sunlight and SO2-containing air. Film thickness: 60 to 70 microns.

206-10.2.3 Composites.

1. HDPE: Backrests, armrests, seats are made with signature molds for HDPE. Raw material includes UV protection which retains its color for at least 2 years and allows easier maintenance with higher durability. 2. PU-Polyurethane: Backrests, armrests, seats are made with signature molds for Greenfields Professional Series. Raw material includes UV protection which retains its color for at least 2 years and allows easier maintenance with higher durability and comfort.

206-10.2.4 App.

1. Greenfields App: For both Android and Apple phones, offering the following features:

    a) Park locator within 30 mile radius.

    b) QR Code Scanner – scan view info on each unit.

    c) Instructional Videos - how-to videos for exercises available on each unit.

    d) My Workout Routine – create your own workouts.

e) Progress – Workout History: keep track of your personal performance over time.

f) Progress – Weight Progress: keep track of your weight progress towards your goal.

g) Progress – Personal BMI: keep track of Body Mass Index progress toward your goal.

206-10.2.5 Unites.

1. SGR044 – Assisted Balance Walk:

   a) Pre-galvanized tubes.

   b) Cold galvanized after fabrication.

   c) Orange peel DuPont powder coating with UV protection.

   d) Greenfields' installation method eliminates obstacles and trip hazards.

   e) Features detailed user instructions, including a QR code linking to a video demonstration.

   f) Separate user age guideline sign mounted on main unit post.

   g) 10-year limited warranty.

   h) Customer Support Center to assist with installation and technical questions.

   i) Color: Per Drawings.

2. SGR048W - 2-Person Wheelchair Accessible Lat Pull Down:

   a) Pre-Galvanized tubes.

   b) Cold Galvanized after fabrication.

   c) Orange Peel DuPont Powder Coating with UV protection.

   d) Greenfields' installation method eliminates obstacles and trip hazards.

   e) Accessible Side supports a counterweight of 138 lbs.

   f) 2RS Sealed ball-bearings are used (not bushings) - with life cycle of 10,000 hours. (Bearings feature a rubber seal on both sides. RS provides a better seal but more rolling friction than 2Z bearings).

g) Hand Grips use 3" diameter to prevent protrusion (3" large diameter, 6 inch long, 1.75" thick).

h) Ergonomic HDPE Backrests offer low heat conductivity, while providing better support.

i) HDPE Seats offer low heat conductivity.

j) Under-seat footrest for optimal leverage and injury prevention.

k) Detailed User Instructions, including a QR Code featuring "How To" video.

l) Separate Age-Appropriate Sign & universal ADA Sign mounted on the main post.

m) 10 Year Limited Warranty.

n) U.S. Patent 9,079,069 B1.

3. SGR048AW - 2-Person Wheelchair Accessible Chest Press:

a) Pre-Galvanized tubes.

b) Cold Galvanized after fabrication.

c) Orange Peel DuPont Powder Coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) Accessible Side supports a counterweight of 138 lbs.

f) 2RS Sealed ball-bearings are used (not bushings) - with a life cycle of 10,000 hours. (Bearings feature a rubber seal on both sides. RS provides a better seal but more rolling friction than 2Z bearings) g) Hand Grips use 3" diameter to prevent protrusion (3" large diameter, 6 inch long, 1.75" thick).

h) Ergonomic HDPE Backrests offer low heat conductivity, while providing better support.

i) HDPE Seats offer low heat conductivity.

j) Under-seat footrest for optimal leverage and injury prevention.

k) Detailed User Instructions, including a QR Code featuring "How To" video.

l) Separate Age-Appropriate Sign & universal ADA Sign mounted on the main post.

m) 10 Year Limited Warranty.

n) U.S. Patent 9,079,069 B1.

4. SHP504 – Captain's Chair:

a) Pre-galvanized tubes.

b) Cold galvanized after fabrication.

c) Orange peel DuPont powder coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) LDPE Ergonometric Armrests & Backrests.

f) Features detailed user instructions, including a QR code linking to a video demonstration.

g) Separate user age guideline sign mounted on main unit post.

h) 10-year limited warranty.

5. SHP506 – Single Airwalker.

a) Pre-galvanized tubes.

b) Cold galvanized after fabrication.

c) Orange peel DuPont powder coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) Built-in SafeStop range limiter to protect user and equipment (motion stops at 60 degrees).

f) 2RS sealed ball bearings are (not bushings) with a life cycle of 10,000 hours. Bearings feature a rubber seal on both sides and provide a better seal than 2Z bearings but more rolling friction.

g) Features detailed user instructions, including a QR code linking to a video demonstration.

h) Separate user age guideline sign mounted on main unit post.

i) 10-year limited warranty.

j) Customer Support Center to assist with installation and technical questions.

6. UBX-248W – Wheelchair Accessible Shoulder Press with Adjustable Resistance:

a) Pre-Galvanized tubes.

b) Cold Galvanized after fabrication.

c) Orange Peel DuPont Powder Coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) Handles are made in signature molds, from durable and a fire-resistant EPDM soft rubber.

f) Customized width to accommodate most wheelchairs.

g) Resistance mechanism consists of a Bi-Directional Hydraulic Piston with resistance of up to 100 lbs.

h) Detailed User Instructions, including a QR Code featuring "How To" video.

i) Separate Age Appropriate Sign mounted on the main post

j) 10 Year Limited Warranty.

k) US Patent# 11,130,039.

7. UBX-249 – Recumbent Bike with Resistance:

a) Pre-Galvanized tubes.

b) Cold Galvanized after fabrication.

c) Orange Peel DuPont Powder Coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) Handles are made in signature molds, from durable and a fire-resistant EPDM soft rubber.

f) 2RS sealed ball bearings are (not bushings) with a life cycle of 10,000 hours. Bearings feature a rubber seal on both sides and provide a better seal than 2Z bearings but more rolling friction.

g) Detailed User Instructions, including a QR Code featuring "How To" video.

h) Separate Age Appropriate Sign mounted on the main post.

i) 10 Year Limited Warranty.

8. UBX-287W – Wheelchair Accessible Hand Cycle with Resistance:

a) Pre-Galvanized tubes.

b) Cold Galvanized after fabrication.

c) Orange Peel DuPont Powder Coating with UV protection.

d) Greenfields' installation method eliminates obstacles and trip hazards.

e) Handles are made in signature molds, from durable and a fire-resistant EPDM soft rubber.

f) Customized width to accommodate most wheelchairs.

g) Detailed User Instructions, including a QR Code featuring "How To" video.

h) Separate Age Appropriate Sign mounted on the main post.

i) 10 Year Limited Warranty.

9. UBX304 – Muay Thai Boxing Station.

10. UBX208 – Butterfly (Adjustable Resistance).

206-10.3 Execution.

206-10.3.1 Installation.

1. General – Comply with manufacturer's written installation instructions.

2. Uprights – Set posts in concrete footings. Protect finish during installation. Comply With Locations, Height, And Plumb Requirements.

206-10.3.2 Field Quality Control.

1. Installation shall be performed by factory certified technicians with experience installing playground equipment

206-10.3.3 Site Preparation.

1. Area should be fenced—recommend 6' temporary fencing, entire perimeter.

2. Ground should be thoroughly graded and "finished grade" accurately established, using either laser or string-line methods.

3. Prior to digging, entire site should be “laid-out” with all footings clearly marked as per plans.

4. In the U.S. contact “Dig Alert” for clearance to dig, and follow all local construction regulations (fencing, dirt removal, etc.)

5. Dig footings, closely following given dimensions.

6. Remove dirt and debris from site, prior to placing units.

206-10.3.4 In-Ground Embedded Footing Installation.

1. UNITS ARE HEAVY (up to 450 lbs.) When unloading and handling, please exercise extra care to prevent injury or damage to the equipment.

2. All units must be fully assembled before installation.

3. All screws must be attached using LocTite.

4. Do not drag units along the ground.

5. If missing parts or damaged items are noticed during installation, or should any assistance be required, please contact Greenfields immediately at 888-315-9037 x105. 6. All units MUST be fully assembled, leveled, and braced in place in the footing hole before any concrete is poured.

7. A monolithic pour MUST be used for concrete. (All concrete must be poured at one time).

8. Concrete requirement: 3250 psi or better.

9. The top of the blue tape attached to the posts on the equipment is final top surface level.

10. Brace units at the designated locations using the 2x4s, secured by c-clamps, all-thread or tie-wire. Use padding to avoid scratching powder coating.

11. Suggested safety zone is about 48” - 60” perimeter around usage area (seats and moving parts). Clearance area may overlap with a nearby unit, as long as there is enough clearance to safely mount and dismount each unit.

12. Make sure all units are plumb and leveled.

13. Adhere to surfacing level (marked on units with blue tape).

14. Pour concrete.

15. Clear concrete residue from post and other parts.

16. Let concrete dry. It is recommended to wait a minimum of one week after concrete is poured before equipment is used.

17. Remove supports.

18. Touch up units using attached guide.

206-10.3.5 Completion.

1. Protect installed products until completion of project.

2. Touch up, repair, or replace damaged products before substantial completion.

3. Installer shall turn over all installation instructions, parts lists, maintenance instructions, tool kits, and spare materials to the Resident Engineer upon completion.

206-11 DECORATIVE METAL FENCES AND GATES. To the "WHITEBOOK", ADD the following:

206-11.1 General.

206-11.1.1 Summary.

1. Section Includes:

   a) Decorative metal fencing panels, fence posts and gates.

206-11.1.2 Submittals.

1. Product Data: For each type of product indicated.

2. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.

3. Samples: For each fence material and for each color specified. Samples shall indicate color(s) specified in the drawings:

   a) Provide Samples 12 inches (300 mm) in length for linear materials.

   b) Provide Samples 12 inches x 12 inches (300 mm) square for wire mesh, bar grating and sheet or plate materials.

4. Welding certificates.

5. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for decorative metallic-coated steel tubular picket fences, including finish, indicating compliance with referenced standard and other specified requirements.

6. Maintenance Data: For gate operators to include in maintenance manuals.

206-11.1.3 Quality Assurance.

1. Installer Qualifications: Fabricator of products.

2. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code – Steel.

3. 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.

4. Preinstallation Conference: Conduct conference at Project site.

206-11.2 Products.

206-11.2.1 Metals, General.

1. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

206-11.2.2 Steel.

1. Plates, Shapes, and Bars: ASTM A 36.

2. Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.

3. Tubing: ASTM A 500, cold formed steel tubing.

206-11.2.3 Fasteners.

1. General: Unless otherwise indicated, provide Type 316L stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.

    a) Provide stainless-steel fasteners for fastening aluminum.

    b) Provide stainless-steel fasteners for fastening stainless steel.

2. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.

3. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 325, Type 3; with hex nuts, ASTM A 563, Grade C3; and, where indicated, flat washers.

4. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, ASTM F 593; with hex nuts, ASTM F 594; and, where indicated, flat washers; Alloy Group 2.

5. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.

    a) Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

6. Eyebolts: ASTM A 489.

7. Machine Screws: ASME B18.6.3.

8. Lag Screws: ASME B18.2.1.

9. Wood Screws: Flat head, ASME B18.6.1.

10. Plain Washers: Round, ASME B18.22.1.

11. Lock Washers: Helical, spring type, ASME B18.21.1.

12. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47 malleable iron or ASTM A 27 cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

13. Post-Installed Anchors: Torque-controlled expansion anchors

    a) Material for Exterior Locations and Where Stainless Steel is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 , and nuts, ASTM F 594.

206-11.2.4 Miscellaneous Materials.

1. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

2. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.

3. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

4. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

5. Concrete: Normal-weight, air-entrained, ready-mix concrete complying with requirements in Section 201 of Greenbook and Whitebook with a minimum 28-day compressive strength of 3000 psi 3-inch slump, and 1-inch maximum aggregate size.

6. Nonshrink Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107 and specifically recommended by manufacturer for exterior applications.

206-11.2.5 Fabrication, General.

1. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
2. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
3. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
4. Form exposed work with accurate angles and surfaces and straight edges.
5. Weld corners and seams continuously to comply with the following:
    a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
    b) Obtain fusion without undercut or overlap.
    c) Remove welding flux immediately.
    d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
6. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
7. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
8. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
9. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
    a) Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

206-11.2.6 Decorative Metal Fence And Gate System.

1. Manufacturer, product, color and finish: per drawings

206-11.2.7 Finishes, General.

1. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
2. Finish metal fabrications after assembly.
3. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.

206-11.2.8 Steel Finishes.

1. Galvanized Finish: Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.
    a) Do not quench or apply post galvanizing treatments that might interfere with paint adhesion.
2. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a zinc-phosphate conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas and repair galvanizing to comply with ASTM A 780.
3. Shop prime steel items not indicated to be galvanized in drawings unless they are to be embedded in concrete, sprayed-on fireproofing, or masonry, or unless otherwise indicated.
    a) Shop prime with zinc-rich primer.
4. Preparation for Shop Priming: Prepare surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."
5. Shop Priming: Apply paint to comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
    a) Stripe paint corners, crevices, bolts, welds, and sharp edges.
    b) Color, texture and finish as indicated on drawings.

206-11.3 Execution.

206-11.3.1 Examination.

1. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.
2. Do not begin installation before final grading is completed unless otherwise permitted by City’s representative.

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

206-11.3-2 Preparation.

1. Stake locations of fence lines, gates, and terminal posts. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

206-11.3.3 Installation, General.

1. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

2. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

3. Field Welding: Comply with the following requirements:

    a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

    b) Obtain fusion without undercut or overlap.

    c) Remove welding flux immediately.

    d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

4. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

5. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

206-11.3.4 Decorative Metal Fence and Gate System Installation.

1. Installation per manufacturer’s recommendations.

206-11.3.5 Adjusting.

1. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

2. Lubricate hardware and other moving parts.

3. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

    a) Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

4. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Section 210-6 High Performance Painting.

5. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

206-12 TENSILE SHADE STRUCTURE. To the "WHITEBOOK", ADD the following:

206-12.1 General.

206-12.1.1 Summary.

1. Section Includes:

    a) Tensile Shade Structures

2. The shade structure manufacturer shall be responsible for the design, engineering, fabrication, and supply of the work specified herein.

3. The intent of this specification is to have only one manufacturer be responsible for the above functions.

206-12.1.2 Award of Contract Submittals.

1. Provide permit ready drawings and sealed structural engineering design drawings and calculations. These drawings should include; plans, elevations, details, dimensions, support to obtain permit for the deferred submittal.

206-12.1.3 Submittals.

1. Product Data: For each type of product indicated.

2. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

3. Samples: For each material and for each color specified. Samples shall indicate color(s) specified in the drawings:

   a) Provide Samples 12 inches (300 mm) in length for linear materials.

   b) Provide Samples 12 inches x 12 inches (300 mm) square for sails

4. Welding certificates.

5. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for decorative metallic-coated steel tubular picket fences, including finish, indicating compliance with referenced standard and other specified requirements.

6. Maintenance Data: maintenance manuals.

206-12.1.4 Quality Assurance.

1. Installer Qualifications: Fabricator of products.

2. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code – Steel.

3. Contractor/Installer should have experience in erecting these type of shade structures.

4. All manufacturers shall have experience in design, engineering, manufacture, and erection of shade structures, with similar scope and a successful construction record of in-service performance and erection of permanent fabric structures.

5. The contractor shall demonstrate that it has a staff of experienced fabric structure installation personnel who will undertake the installation of each project.

6. 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.

7. Preinstallation Conference: Conduct conference at Project site.

206-12.1.5 Project Conditions.

1. Field Measurements: Verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures, and verify locations by field measurements prior to construction General contractor shall provide property survey and required documents.

206-12.1.6 Warranty.

1. The Contractor shall provide a three (3) years warranty on all labor and materials.

2. A supplemental warranty from the manufacturer shall be provided for a period of ten (10) years (pro-rated) on fabric and twenty (20) years on the structural integrity of the steel, from date of Acceptance.

3. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

206-12.2 Products.

206-12.2.1 General.

1. The proposed structure(s) shall be manufactured by Skyways, a brand of Landscape Structures Inc., or Approved Equal, shall be modular and pre-fabricated, and include the structural steel frame, fabric roof, steel cables, all fasteners, and foundation hardware.

2. The supplied unit(s) shall be:

    a) SKYWAYS JOINED SAILS MIX 5 Columns + 2 HDPE Tops / 13' - 20' Entry Approx. 1351 Sq. Ft.

    b) SKYWAYS JOINED HYPAR SAILS 6 Columns + 2 HDPE Tops / 15' - 23' Entry Approx. 3343 Sq. Ft.

    c) See plans for reference. Plans show general area of desired coverage; contractor to provide specific solutions for these areas.

3. The supplied unit(s) shall be designed by manufacturer to maximize coverage while working around existing site conditions.

4. All modular shade structures shall be palletized and shipped as a pre-fabricated package. This should include structural frame members, fabric roof, all fasteners, and installation manual. The palletized shipment should have a central pick-point so that the shipment can safely and easily be unloaded via forklift equipment.

5. All shade structures are engineered and designed to meet the following loads:

    a) CBC 2022

    b) 105 mph wind load

    c) 5 psf snow load

6. Installation of the proposed structure(s) shall be performed by an installation contractor that has been certified by the manufacturer with a minimum of 32 hours of training. Installer to provide copy of certification.

7. Alternate suppliers must meet the qualifications and provide proof of certification listed under Section 206-12.1.4.

8. All shade structures are engineered and designed to meet the specified loads, but is also dependent on the geographic location of the installation and the local building codes.

206-12.2.2 Steel.

1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications.

2. All connections shall have a maximum internal sleeving tolerance of 0.0625 inches, using high-tensile strength steel sections, with a minimum sleeve length of 10 inches.

3. All hollow not round structural steel members shall be cold-formed, high-strength steel, and comply with ASTM-A500, Grade C as required.

4. All steel plates shall comply to ASTM A-572, Grade 50 or to ASTM A-36 as required.

206-12.2.3 Bolts.

1. All structural field connections of the shade structure shall be designed and made with highstrength bolted connections using either ASTM A-325, Grade B or SAE J249 Grade 8 as required and indicated on the drawings.

2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2.

3. All bolt fittings that secure sleeve connections shall include washers for water-tight seals at joints.

206-12.2.4 Welding.

1. All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications.

2. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints, where applicable, and by certified welders.

3. No onsite or field welding shall be permitted.

206-12.2.5 Powder Coating.

1. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3.

2. A commercial blast-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, as well as other products or foreign material.

3. All metal parts and surfaces, except hardware, shall be coated with ProShield finish where a minimum .002" of epoxy zinc rich primer is applied. A minimum 0.004" of architecturalgrade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".

4. ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

    a) Hardness (D3363) rating 2H

    b) Flexibility (D522) pass 1/8" mandrel

    c) Impact (D2794) rating minimum 80 inch-pounds

    d) Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater

    e) UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention

    f) Adhesion (D3359, Method B) rating 5

5. Manufacturer to provide Hatch Test results to verify finish adhesion.

6. Manufacturer to provide in-process quality reports results to verify finish thickness.

7. Manufacturer to provide in-process quality reports results to verify complete cure of the finish.

8. Painted parts shall resist 2500 hrs of salt-spray tests as per ASTM-B117 Salt spray test.

206-12.2.6 Fabric Tension Cables.

1. All steel cables diameters and types, shall be determined based on calculated engineering load.

2. Structural wire rope cables shall conform to the latest revision of ASTM A 603, “Standard specification for zinc-coated steel structural wire rope”.

3. Structural strand cables shall conform to the latest revision of ASTM A 586, “Standard specification for zinc-coated parallel and helical steel wire structural strand”.

4. Seven wire pre-stressing strand shall conform to the latest revision of ASTM A 416, “Standard specification for uncoated seven wire stress relieved strand for pre-stressed concrete”, and shall be grade 270.

206-12.2.7 Fabric Roof Systems.

1. UV Shade Fabric shall be made of UV-stabilized high-density polyethylene (HDPE). This mesh fabric must be lock stich knit with monofilament and tape yarn.

2. Fabric Weight shall be 8.7 Oz/SQFT.

3. Fabric shall conform to and pass the ASTM E-84 testing standard, NFPA701 Test Method 1 and 2 standards, and the CSFM 1237.1 Title 19 standard.

4. Fabric shall have a life expectancy of 12-year minimum with continuous sun exposure.

5. Fabric shall have minimal fading after 5 years of continuous exposure to the elements.

6. Tensile Strength Warp, 206.82 lbs / Weft, 368.68 lbs

7. Elongation Warp, 111.7% / Weft, 58.1%

8. Tear Strength Warp, 39.56 lbs / Weft, 53.05 lbs

9. Burst Pressure 456 (psi)

10. Burst Strength 359.02 lbs

11. Fabric shall block a minimum of 88.5% of the UV Spectrum.

12. Fabric shall provide a minimum of 58.9% Shade Factor.

13. All fabric joints to be prefabricated, no sewing is allowed on site.

14. Thread shall be manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildew-resistant, exterior-approved thread shall meet or exceed the following:

    a) Flexible temperature range

    b) Very low shrinkage factor

    c) Extremely high strength; durable in outdoor climates

    d) Resists flex and abrasion of fabric

e) Unaffected by cleaning agents, as well as acid rain, mildew, saltwater

f) Rot-resistant, and unaffected by most industrial pollutants

g) Specially treated for prolonged exposure to the sun

h) Lockstitch thread – 1200 Denier or Approved Equal

i) Chain stitch thread – 1200 Denier or Approved Equal

15. All corners shall be reinforced with extra non-tear fabric and strapping to properly distribute load(s).

16. The perimeters of the fabric top that contain the cables shall be double lockstitches.

17. Rapid Release system designed to improve the removal/reinstallation process of the fabric.

a) This system must be integrated internally into the structure, and is not an external hardware attachment.

b) This system must have superior corrosion resistance than the typical finish of the structure.

c) The mechanism of this system must function with an Acme Threaded Rod.

206-12.3 Execution.

206-12.3.1 Examination.

1. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, construction layout, and other conditions affecting performance of the Work.

2. Do not begin installation before final grading is completed unless otherwise permitted by City's representative.

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

206-12.3-2 Preparation.

1. Stake locations of posts. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

206-12.3.3 Installation, General.

1. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

2. Installations of shade structures shall comply with manufacturer's instructions for assembly, installation, and erection, per approved drawings.

3. Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318.

4. Concrete specifications shall comply as per plans, and as follows

5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual, and Manual of Standard Practice.

6. Footings shall be placed in accordance with, and conform to, manufacturer's engineered drawings and specifications

206-13 SHADE STRUCTURES. To the "WHITEBOOK", ADD the following:

206-13.1 General.

206-13.1.1 Description of Products.

1. Shelter Type 1: 27' X 38' Monoslope style shelter with Multi-Rib roof panels over a Cedar T&G roof deck.
    a) Roof Slope: 2:12
    b) Clear height under Tie Beam (UTB): Per drawings. This is the clearance under the tie beam which spans between the columns.
2. Shelter Type 2: 10.5' X 32.33' Curved Cantilevered Filtered Light Arbor style shelter with Aluminum Laser Cut roof panels.
    a) Roof Slope: 0:12
    b) Clear height under Tie Beam (UTB): Per drawings. This is the clearance under the tie beam which spans between the columns.

206-13.1.2 References.

1. Referenced Standards
    a) AISC – American Institute of Steel Construction
        i. AISC Steel Construction Manual – 14th edition
        ii. AISC 360-10 Specification for Structural Steel Buildings

b) ASTM – American Society for Testing and Materials

i. ASTM A36/A36M – Standard Specification for Carbon Structural Steel; 2008

ii. ASTM A325 – Standard Specification for Structural Steel Bolts, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010

iii. ASTM A563 – Standard Specification for Carbon and Alloy Steel Nuts; 2007a

iv. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a

v. ASTM A653/A653M – Standard Specification for Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvanealed) by the Hot Dip Process; 2010

vi. ASTM A792/A792M – Standard Specification for Steel Sheet, 55% Aluminum- Zinc Alloy Coated by the Hot-Dip Process; 2010

vii. ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 50 and 105 ksi Yield Strength; 2007a

c) AWS – American Welding Society

i. D1.1

ii. D1.3

iii. D1.8

d) OSHA – Occupational Safety and Health Administration

i. Steel Erection Standard 29 CFR 1926.750 Part R

e) SSPC – Steel Structures Painting Council

i. SSPC-SP 2 – Hand Tool Cleaning; 2004

ii. SSPC-SP 10/NACE No. 2 – Near White Blast Cleaning; 2007

f) ISO – International Organization for Standardization

206-13.1.3 System Description.

1. The structure shall be a pre-engineered package and shall be shipped as a pre-cut (excluding standing seam roof panels) and pre-fabricated package that

shall include the structural framing members, roof panels, fasteners and roof trim as well as job specific installation instructions. The structure will be shipped in an un-assembled package for ease of shipment and minimum shipping charges.

206-13.1.4 Submittals.

1. The Contractor to submit permit ready drawings and structural calculations signed and sealed by a Professional Engineer licensed in the state of California to obtain a permit for the deferred submittal.

2. PRODUCT DESIGN REQUIREMENTS:

    a) The structure shall meet the following design requirements:

        i. Building Code: 2022 San Diego Building Code

        ii. Ground Snow Load: 20 p.s.f.

        iii. Live Load: 20 p.s.f.

        iv. Wind Speed: 85 m.p.h. Exp “C”

        v. Seismic Design Category: D

3. SUBMITTAL REQUIREMENTS

    a) Calculations:

        i. Design according to the requirements of the national, state or local building codes as indicated in Section 1.04.B.

        ii. Calculations shall include all member design for each different member type.

        iii. Connection design for each different connection that will determine the design of the bolts, welds, plate thickness and anchorage to the foundation.

        iv. Foundation design shall be for the loads applied, not a generic foundation design, while taking into account all soils information.

    b) Submittal Drawings:

        i. Anchor bolt layout with all appropriate dimensions for installation.

        ii. Site specific foundation design.

iii. Isometric as well as elevation and plan views of the farming members along with the member sizes and locations indicated on the drawings.

iv. Connection details for every connection on the frame.

v. Roof panel connections and trim installation details.

vi. All accessories on the structure shall have an installation detail as well as connection details.

4. FOUNDATION DESIGN

a) The foundation design shall be supplied by the manufacturer.

b) Anchor bolts shall be supplied by the manufacturer.

c) Foundation materials and labor shall be provided by the structure contractor.

d) Foundation shall be designed per Geotech Report soil information.

206-13.1.5 Quality Assurance.

1. Manufacturer Qualifications

a) The product shall be designed, engineered and fabricated at a facility operated and directly supervised by the manufacturer.

b) Full Time on Staff Quality Assurance Manager.

c) All welders must be AWS certified for welding steel structures.

d) Membership in the American Welding Society (AWS).

e) Membership in the American Institute of Steel Construction (AISC).

f) Full Time on Staff Licensed Engineer.

g) Published Quality Control System manual.

h) Quality Control System must pass an annual audit by a Third Part Agency.

i) ISO 9001 certification for Powder Coating System.

206-13.1.5 Field Or Site Conditions.

1. Foundations shall be installed per the ICON installation drawings.

a) All foundations shall be cast at the same elevation unless specifically noted on the ICON installation drawings.

2. Anchor bolts shall be placed in the foundation as per the ICON installation drawings utilizing the anchor bolt template supplied with the anchor bolts.

    a) Anchor bolts shall be installed per the dimensions and orientation shown on the drawings.

206-13.1.6 Manufacturer Warranty.

1. Shelter shall have a 10-year limited warranty on the steel framing members.

2. Shelter shall have a 10-year limited warranty on the powder-coated elements.

3. For all Metal Roofing there will be a pass-through warranty direct from the metal Roofing supplier, warranty shall be provided on request.

206-13.2 Products.

206-13.2.1 Manufacturers.

1. Acceptable Manufacturer: ICON Shelter Systems, Inc., 1455 Lincoln Rd., Holland, MI, 49423. Email: info@iconshelters.com, Website: www.iconshelters.com. Or Approved Equal

2. Pricing for this specific project and specified shelter can be requested from:

    a) Chad Barry

    b) Unique Recreation Consultants, Inc, 1804 Garnet Avenue #478, San Diego, CA 92109, 951-541-8380, cbarry@uniquerecreationinc.com or Approved Equal.

3. The product shall be designed and fabricated at a facility operated and directly supervised by the manufacturer.

206-13.2.2 Substitution Limitations.

1. Proposed substitutions must be submitted (15) working days prior to bid opening.

2. Alternate suppliers shall meet the requirements, qualifications and provide proof of certifications listed under Section 1.05 QUALITY ASSURANCE.

3. Alternate suppliers shall provide documentation that the power-coat system being provided meets or exceeds the ICON supplied powder-coat system listed under Section 2.01(c)(8).

206-13.2.3 Product Requirements And Materials.

1. GENERAL:

    a) The pre-engineered and pre-fabricated package of parts shall be pre-cut and packaged unless noted otherwise. These packages will include all parts and pieces necessary to field assemble the shelter at the jobsite. The shelter shall be shipped in knocked down format to minimize shipping expenses. Field labor will be kept to a minimum with no on-site welding required.

2. CONCRETE FOR FOUNDATIONS:

    a) Concrete shall have a minimum 28-day compressive strength of 2,500 psi unless noted otherwise on the foundation detail.

    b) Reinforcing steel shall be ASTM A615, Grade 60.

3. COLUMNS:

    a) Hollow Structural Section (HSS) columns shall meet ASTM A500, Grade B with a minimum wall thickness of 3/16" (0.1875").

    b) Unless the columns are direct buried in the foundation the columns shall attach to the foundation with a minimum of four (4) anchor rods and shall meet OSHA Steel Erection Standard 29 CFR 1926.755(a)(1).

4. STRUCTURAL FRAMING:

    a) All Hollow Structural Sections (HSS) shall meet ASTM A500, Grade B. "I" Beams, tapered columns or open channel sections shall not be accepted for primary members.

5. COMPRESSION RINGS:

    a) Compression rings shall be made of ASTM A36 structural plate or of structural channel welded together to form the ring. All connections not requiring compression rings shall use ASTM A500, Grade B HSS sections for these connections.

6. CONNECTION REQUIREMENTS:

    a) Anchor rods shall be ASTM F1554, Grade 36 unless otherwise noted.

    b) Structural fasteners shall be ASTM A325 high strength bolts and A563 nuts.

    c) All structural fasteners shall be hidden within the framing members whenever possible.

d) No field welding shall be required to finish the construction of the shelter.

e) Manufacturer shall supply extra fasteners.

7. ROOFING MATERIALS:

a) SHELTER TYPE 1: PRIMARY ROOF DECK – CEDAR TONGUE & GROOVE WOOD DECKING

i. Decking shall be 2 x 6 nominal tongue and grooved wood decking.

ii. Wood species shall be Cedar, kiln dried, #1 Square Reversable.

iii. Fascia shall be pine plank.

iv. 30# felt shall be supplied when the secondary roofing is supplied by ICON.

b) SHELTER TYPE 1: SECONDARY ROOF DECK – MULTI-RIB METAL ROOFING

i. Roofing shall be a minimum of 24-gauge Galvalume steel sheet with ribs that are 1 3/16" tall and 12" on center. Ribs shall run with the slope of the roof for proper drainage.

ii. Roof outside surface shall be a baked on Kynar 500 paint finish and shall be supplied in one of the manufacturer's standard colors: Ceiling color to be a "wash coat" primer.

iii. Roof panels shall have the roof angles factory pre-cut to size to provide ease of installation.

iv. Roofing shall be installed over wood roof deck with 30# felt installed before the metal roof deck.

v. Metal roofing trim shall match the color of the roof and shall be factory made from 26-gauge Kynar 500 painted Galvalume sheet steel.

vi. Trim includes panel ridge caps, hip caps, eave "J" trim, splice channels, rake trim, roof peak cap and corner trim as applicable for the model selected. Trim may need to be field cut to length. Please refer to the installation drawings for additional information and detail.

vii. Ridge, hip and valley caps shall be pre-formed with a single central bend to match the roof slope and shall be hemmed on both edges.

vii. Roof peak caps shall be pre-fabricated with no field assembly required.

ix. Manufacturer shall supply roof screws painted to match the roof.

c) SHELTER TYPE 2: SECONDARY ROOF DECK – MULTI-RIB METAL ROOFING.

i. PRIMARY ROOF DECK – ALUMINUM LASER CUT PANELS.

8. FACTORY FRAME FINISH:

a) E-COAT/ POWDERCOAT:

i. The steel shall be shot-blasted to the specification of SSPC-SP10 near white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.

ii. The shot-blasted parts are then washed with zinc-phosphate in an eight (8) stage washer.

iii. The steel is then immersed in a liquid epoxy and coated through an electrodeposition process (E-coat).

iv. The parts are then coated with a color coat of TGIC polyester powder and then one clear coat for a final finish thickness of 5 to 10 mils.

9. ACCESSORIES.

a) ELECTRICAL ACCESS.

i. Standard in all column bases is a 3" diameter hole, located in the center of the plate. This allows electrical wiring into the column base.

206-13.3 Execution.

206-13.3.1 Storage and Handling.

1. When the shelter arrives at the jobsite protect the products from weather, sunlight and damage.

2. When unloading, pad the forks and use other precautions to protect the powder-coated finish. Do not use chains to move the materials, use straps. Handle all materials carefully in the field to avoid scratching the powder-coat finish.

3. Contractor shall store the product elevated from the soil to allow full air circulation around the materials as do not introduce mold, decay, fungi or insects into or on the materials. One end of the materials shall be elevated higher than the other end if storage will be longer than a few days as to allow the water to run off the materials.

206-13.3-2 Installation of Materials.

1. The shelter shall be placed on prepared foundations that were designed by the manufacturer (unless otherwise noted). Materials for these foundations are not supplied by ICON but by the foundation installation contractor. Foundation shall be constructed to all local building code requirements and per good construction practices for the specific site conditions.

    a) In accordance with OSHA Steel Erection Standard 29 CFR 1926.750 Part R, anchor rods shall be installed for proper column stability and shall have a minimum of four (4) anchor bolts per column. Therefore, no single anchor rod column base connections shall be allowed.

2. The contractor shall install all parts and pieces per the manufacturer's supplied installation instructions and these specifications.

3. The interface with other work required is to be coordinated by the customer or the customer's agent. Some design may have electrical or plumbing requirements that are not supplied by ICON.

4. Tolerances on structural steel members are set according to AISC Code of Standard Practice for Steel Buildings and Bridges and have been used for the fabrication of this product. These tolerances will not and cannot be increased. No field slotting or opening of holes will be allowed without proper guidance from the ICON Engineering Department.

206-13.3.3 Repair.

1. No field modifications or corrections are allowed without authorization from the ICON Engineering Department

206-13.3.4 Site Quality Control.

1. ICON does not require any on-site inspections or testing but these may be required by local authorities and the local building inspector. Please be aware of any on-site requirements prior to starting installation.

SECTION 207 – GRAVITY PIPE

207-17.2.1 Identification Marks. To the "GREENBOOK"**,** DELETE in its entirety and SUBSTITUTE with the following:

207-17.2.1 Identification Marks. Polywrap shall not be used as pipe color identification for plastic pipe. All pipe, fittings, and couplings shall be clearly marked at intervals not to exceed 5 feet as follows:

a. Color: Green (for wastewater applications).

b. Nominal pipe diameter.

c. PVC cell classification.

d. Company, plant, shift, ASTM, SDR, and date designation.

e. Service designation or legend.

f. For fittings and couplings, the SDR designation is not required.

SECTION 209 – PRESSURE PIPE

209-1.1.1 General. To the "GREENBOOK", ADD the following:

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

2. Refer to AWWA C900-16 for all references to AWWA C905.

209-7.2 Requirements. To the "GREENBOOK"**,** Table 209-7.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 209-7.2

Function	Type	Materials/Method
Pipe Contents Identification	Pipe Color (Plastic Pipe or Polywrap[1])	Blue for Potable Water. Purple for Recycled Water. Green for Sewage.
	AND	
	Stenciling	Stenciling marked on pipe in contrasting color to background color of pipe stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate.
		5/8" (16 mm) high letters.
		Repeated at 1 foot (300 mm) intervals.

	OR	
	Identification Tape	Polyethylene tape 6” (150 mm) wide and 4 mils (100 µm) minimum thickness with 2” (50 mm) high letters stating: "POTABLE WATER", "CAUTION RECYCLED WATER - DO NOT DRINK" or "CAUTION SEWER" as appropriate. For pipe > 12” (300 mm) diameter, use 12” (300 mm) wide tape.
		Color - Blue With white letters for potable water, Purple With white letters for recycled water, Green with white letters for sewage.
		Attached to top of pipe with adhesive tape.
Pipe Warning and Locating	Warning and Locating Tape	Polyethylene tape 6” (150 mm) Wide and 4 mils (100 µm) minimum thickness with 2"(50 mm) high letters stating: "CAUTION: WATERLINE BURIED BELOW", "CAUTION RECLAIMED WATERLINE BURIED BELOW - DO NOT DRINK", or "CAUTION: SEWER BURIED BELOW" as appropriate. For pipe > 12” (300 mm) diameter, use 12” (300 mm) wide tape.
		Color - blue with black or white letters for potable water, Purple With black or white letters for recycled water, Green with black or white letters for sewage.
		Place in pipe trench 18" (450 mm) above pipe.
		Tape shall contain metallic strip that can be registered by magnetic field locating device.
	OR	
	Locating Wire	In lieu of installing metallic warning tape; non-metallic warning tape 18" (450 mm) above pipe and 10-gauge copper wire attached to top of pipe and accessibly terminated may be used.

[1]Polywrap shall not be used as pipe color identification for plastic pipe.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

ADD:

210-6 HIGH-PERFORMANCE PAINTING.

210-6.1 General.

210-6.1.1 Summary.

1. This Section includes surface preparation and field application of high-performance coating systems to the following items and surfaces: Exposed exterior metals not pre-finished with three-coat fluoropolymer finish or other shop applied finishes specified or designated to remain galvanized finish. Scope includes but may not be limited to fences, gates, doors, frames, structural and miscellaneous steel exposed to exterior environment such as framing for wall louvers.

210-6.1.2 Definitions.

1. Standard coating terms defined in ASTM D 16 apply to this Section.
2. Gloss ranges used in this Section include the following:
   a) Sem-igloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
   b) High gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

3. Environments: The following terms are used in Part 2 of this Section to distinguish between different corrosive exposures:

   a) "Severe environments" are highly corrosive industrial atmospheres with sustained exposure to high humidity and condensation and with frequent cleaning using strong chemicals. Environments with heavy concentrations of strong chemical fumes and frequent splashing and spilling of harsh chemical products are severe environments.

   b) "Moderate environments" are corrosive industrial atmospheres with intermittent exposure to high humidity and condensation, occasional mold and mildew development, and regular cleaning with strong chemicals. Environments with exposure to heavy concentrations of chemical fumes and occasional splashing and spilling of chemical products are moderate environments.

   c) "Mild environments" are industrial atmospheres with normal exposure to moderate humidity and condensation, occasional mold and mildew development, and infrequent cleaning with strong chemicals. Environments with low levels of mild chemical fumes and occasional splashing and spilling of chemical products are mild environments. Normal outdoor weathering is also considered a mild environment.

210-6.1.3 Submittals.

1. Product Data: For each coating system indicated. Include block fillers and primers.

   a) Material List: An inclusive list of required coating materials. Indicate each material and cross-reference the specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.

   b) Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each material specified.

2. Certification by manufacturer that products supplied comply with requirements indicated that limit the amount of VOCs in coating products.

3. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.

   a) Provide stepped Samples defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.

b) List of material and application for each coat of each sample. Label each sample for location and application.

c) Submit samples on the following substrates for Resident Engineer's review of color and texture:

i. Ferrous and Nonferrous Metal: Provide two 6 inch square samples of flat metal and two 12 inch long samples of solid metal for each color and finish.

4. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses and other information specified.

210-6.1.4 Quality Assurance.

1. Applicator Qualifications: Engage an experienced applicator who has completed highperformance coating system applications similar in material and extent to those indicated for Project and whose work has a record of successful in-service performance.

2. Source Limitations: Obtain primers and undercoat materials for each coating system from the same manufacturer as the finish coats.

3. Mock Ups: Provide a full-coat mock up finish sample of each type of coating and substrate required. Mock ups should be on site for review against installed work. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample Submittals.

a) Final approval of colors will be from approved mock ups.

210-6.1.5 Delivery, Storage and Handling.

1. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with the following information:

a) Name or title of material.

b) Product description (generic classification or binder type).

c) Manufacturer's stock number and date of manufacture.

d) Contents by volume, for pigment and vehicle constituents.

e) Thinning instructions.

f) Application instructions.

g) Color name and number.

h) Handling instructions and precautions.

2. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.

a) Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and applying coatings.

210-6.1.6 Project Conditions.

1. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between (7 and 35 deg C).

2. Do not apply coatings in rain, fog, or mist; when relative humidity exceeds 85 percent; at; or to damp or wet surfaces.

a) Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before proceeding with or continuing coating operation.

b) Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and temperature within the area can be maintained within limits specified by manufacturer during application and drying periods.

210-6.1.7 Extra Materials.

1. Furnish extra high-performance coating materials from the same production run as materials applied and in quantities described below. Package coating materials in unopened, factory-sealed containers for storage and identify with labels describing contents.

a) Quantity: Furnish extra coating materials in quantities indicated below:

i. High-Gloss, Aliphatic Polyurethane Enamel: 1 gal. of each color applied.

ii. Semigloss, Aliphatic Polyurethane Enamel: 1 gal. of each color applied.

iii. High-Gloss, Waterborne, Acrylic Enamel: 1 gal of each color applied.

iv. Semigloss, Waterborne, Acrylic Enamel: 1 gal of each color applied.

v. High-Gloss, Polyamide Epoxy Coatings: 1 gal of each color applied.

vi. Semigloss, Polyamide Epoxy Coatings: 1 gal of each color applied.

2. Quantity: Furnish an additional 5 percent, but not less than 1 gal., as appropriate, of each material and color applied.

210-6.2 Products.

210-6.2.1 Manufacturers.

1. Products: Subject to compliance with requirements, provide one of the products indicated in the coating system descriptions.

2. Manufacturers' Names: The following manufacturers are referred to in the coating system descriptions by shortened versions of their names shown in parenthesis:

a) Sherwin Williams; Industrial and Marine Coatings (S-W).

b) Or Approved Equal

210-6.2.2 Coating Material, General.

1. Material Compatibility: Provide primers, undercoats, and finish-coat materials that are compatible with one another and substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

2. Material Quality: Provide manufacturer's highest grade of the various high-performance coatings specified. Materials not displaying manufacturer's product identification are not acceptable.

a) Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

3. VOC Classification: Provide high-performance coating materials, including primers, undercoats, and finish-coat materials, that have a VOC classification of 250 g/L or less.

210-6.2.3 Colors.

1. Colors: Match Color indicated in Drawings and Hardscape Legend.

210-6.2.4 Exterior High-Performance Coating Systems.

1. Ferrous Metal: Provide the following finish systems over exterior ferrous-metal surfaces:

    a) Moderate Environment (High-Gloss Finish): One finish coat over an intermediate coat and a primer.

        i. Primer: Epoxy primer applied at spreading rate recommended by manufacturer. S-W: Macropoxy 646 Fast Cure, B58 Series @ 5-10 mils DFT

        ii. Intermediate Coat: Aliphatic polyurethane enamel applied at spreading rate recommended by manufacturer to achieve a dry film thickness of (3-4 mils DFT).

            SW: Acrolon 100 WB Urethane, B65 Series.

        iii. Topcoat: Aliphatic polyurethane enamel applied at spreading rate recommended by manufacturer to achieve a dry film thickness of (3-4 mils DFT).

            S-W: Acrolon 100 WB Urethane, B65 Series.

2. Nonferrous Metal: Provide the following finish systems over exterior nonferrous-metal surfaces:

    a) Moderate Environment (High-Gloss Finish): One finish coat over an intermediate coat and a primer.

        i. Wash Primer: SW DTM Wash Primer, B71Y1 applied per manufactuer's directions.

        ii. Primer: Epoxy Primer applied at spreading rate recommended by manufacturer.

            S-W: Macropoxy 646 Fast Cure, B58 Series @ 5-10 mils DFT.

        iii. Intermediate Coat: Aliphatic polyurethane enamel applied at spreading rate recommended by manufacturer to achieve a dry film thickness of (3-4 mils DFT).

            S-W: SW: Acrolon 100 WB Urethane, B65 Series.

iv. Topcoat: Aliphatic polyurethane enamel applied at spreading rate recommended by manufacturer to achieve a dry film thickness of (3-4 mils DFT).

S-W: SW: Acrolon 100 WB Urethane, B65 Series.

210-6.3 Execution.

210-6.3.1 Examination.

1. With Applicator present, examine substrates and conditions under which highperformance coatings will be applied, for compliance with coating application requirements.

   a) Apply coatings only after unsatisfactory conditions have been corrected and surfaces to receive coatings are thoroughly dry.

   b) Start of application is construed as Applicator's acceptance of surfaces within that particular area.

2. Coordination of Work: Review other Sections in which primers or other coatings are provided to ensure compatibility of total systems for various substrates. On request, furnish information on characteristics of specified finish materials to ensure compatible primers.

   a) If a potential incompatibility of primers applied by others exists, obtain the following from the primer Applicator before proceeding:

      i. Confirmation of primer's suitability for expected service conditions.

      ii. Confirmation of primer's ability to be top coated with materials specified.

   b) Notify Resident Engineer about anticipated problems before using the coatings specified over substrates primed by others.

210-6.3.2 Preparation.

1. General: Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.

   a) After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.

2. Cleaning: Before applying high-performance coatings, clean substrates of substances that could impair bond of coatings. Remove oil and grease before cleaning.

    a) Schedule cleaning and coating application so dust and other contaminates from cleaning process will not fall on wet, newly coated surfaces.

3. Surface Preparation: Clean and prepare surfaces to be coated according to manufacturer's written instructions for each substrate condition and as specified.

    a) Provide barrier coats over incompatible primers or remove primers and reprime substrate.

    b) Ferrous-Metal Substrates: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC recommendations.

        i. Blast-clean steel surfaces as recommended by coating manufacturer and according to SSPC-SP 10/NACE No. 2.

        ii. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.

        iii. Touch up bare areas and shop-applied prime coats that have been damaged. Wire brush, solvent clean, and touch up with same primer as the shop coat.

    c) Nonferrous-Metal Substrates: Clean nonferrous and galvanized surfaces according to manufacturer's written instructions for the type of service, metal substrate, and application required.

        i. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

        ii. Field touch up all damaged surface areas of galvanized metal with ZRC Cold Galvanizing Compound. Apply (ZRC Worldwide) per manufacturer’s recommendations. Field touch up all welds using Zinc Based Solder according to ASTM A 780.

4. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.

    a) Maintain containers used in mixing and applying coatings in a clean condition, free of foreign materials and residue.

b) Stir materials before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.

c) Use only the type of thinners approved by manufacturer and only within recommended limits.

5. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

210-6.3.3 Application.

1. General: Apply high-performance coatings according to manufacturer's written instructions.

a) Use applicators and techniques best suited for the material being applied.

b) Do not apply high-performance coatings over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to forming a durable coating film.

c) Coating colors, surface treatments, and finishes are indicated in the coating system descriptions.

d) Provide finish coats compatible with primers used.

e) The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convector covers, grilles, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.

i. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.

ii. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

2. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.

    a) The number of coats and film thickness required is the same regardless of application method.

        i. Omit primer on metal surfaces that have been shop primed and touchup painted.

        ii. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.

        iii. Where manufacturer's written instructions require sanding, sand between applications to produce a smooth, even surface.

        iv. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until coating has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat does not cause undercoat to lift or lose adhesion.

    b) If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance. Give special attention to edges, corners, crevices, welds, exposed fasteners, and similar surfaces to ensure that they receive a dry film thickness equivalent to that of flat surfaces.

3. Application Procedures: Apply coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.

    a) Brush Application: Use brushes best suited for material applied and of appropriate size for the surface or item being coated.

        i. Apply primers and first coats by brush unless manufacturer's written instructions permit using roller or mechanical applicators.

        ii. Brush out and work brush coats into surfaces in an even film.

        iii. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.

    b) Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by manufacturer for the material and texture required.

c) Spray Equipment: Use mechanical methods to apply coating if permitted by manufacturer's written instructions and governing regulations.

i. Use spray equipment with orifice size recommended by manufacturer for material and texture required.

ii. Apply each coat to provide the equivalent hiding of brush-applied coats.

iii. Do not double back with spray equipment building-up film thickness of two coats in one pass, unless recommended by manufacturer.

4. Minimum Coating Thickness: Apply each material no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.

5. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by manufacturer, to material required to be coated or finished that has not been prime coated by others.

a) Recoat primed and sealed substrates if there is evidence of suction spots or unsealed areas in first coat, to ensure a finish coat with no burn-through or other defects caused by insufficient sealing.

6. Time Between Coats: Comply with manufacturers recommended curing time between coats based on conditions of environment where painting is occurring. Comply with manufacturers recommendations for allowable moisture and temperature range when applying and curing paint.

7. Completed Work: Match approved Samples for color, texture, and coverage. Remove, refinish, or recoat work that does not comply with specified requirements.

210-6.3.4 Field Quality Control.

1. Resident Engineer reserves the right to invoke the following procedure at any time and as often as Resident Engineer deems necessary during the period when coatings are being applied:

a) Resident Engineer will engage the services of a qualified testing agency to sample coating material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.

b) Testing agency will perform appropriate tests for the following characteristics as required by Resident Engineer:

i. Quantitative materials analysis.

ii. Absorption.

iii. Accelerated weathering.

iv. Accelerated yellowness.

v. Color retention.

vi. Alkali and mildew resistance.

vii. Abrasion resistance.

viii. Apparent reflectivity.

ix. Washability.

x. Dry opacity.

xi. Recoating.

xii. Skinning.

c) Resident Engineer may direct Contractor to stop applying coatings if test results show materials being used do not comply with specified requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. If necessary, Contractor may be required to remove rejected materials from previously coated surfaces if, on recoating with specified materials, the two coatings are not compatible.

210-6.3.5 Cleaning.

1. Cleanup: At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

    a) After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

210-6.3.6 Protection.

1. Protect work of other trades, whether being coated or not, against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Resident Engineer, and leave in an undamaged condition.

    a) Provide "Wet Paint" signs to protect newly coated finishes. After completing coating operations, remove temporary protective wrappings provided by others to protect their work.

b) At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces. Comply with procedures specified in PDCA P1.

SECTION 218 – DETECTABLE WARNING TILES (DWT)

218-1 GENERAL. To the "WHITEBOOK", item 1, ADD the following:

c) Detectable warning surfaces shall be in conformance with CBC Section 1133B.8.5. Color shall be yellow for detectable warning surface shall conform to Color 33538 per Federal Standard No. 595B. CBC Sections 1133B.8.5 and 1121 B.3.1, Item 8(a). Provide a minimum of 5-year warranty per DSA Bulletin 10/31/2002, revised 04/09/2008.

ADD:

SECTION 219 – POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

219-1 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM.

219-1.1 General.

219-1.1.1 Work Scope.

1. Furnish labor, material, and equipment necessary to install the poured-in-place, resilient surfacing system as shown on the drawings and specified herein.

   a) Work shall include, but not be limited to the following: layout; excavation; backfill; furnishing and installing of base material; furnishing and installing of poured-inplace, resilient surfacing and all other incidental work to provide a complete resilient surfacing system.

   b) Poured in place playground surfacing shall consist of a polyurethane binder mixed with recycled rubber, which will make up the attenuation cushion layer. The attenuation cushion layer is capped with TPV granules, mixed with a polyurethane binder creating the Wear Course.

   c) Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. Manufacturer is to be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.

219-1.1.2 Performance Requirements.

1. Area Safety: Poured in place within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being

installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18, section 15 The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface).

2. Accessibility: NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria.

3. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.

4. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951-14 and ASTM F1292-18.

219-1.1.3 Applicable Standards.

1. ASTM International
2. ASTM D2047 - Standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull meter method. This standard replaces ASTM C1028.
3. ASTM D412 – Standard test methods for vulcanized rubber and thermoplastic rubbers and thermoplastic elastomers-tension.
4. ASTM D624 - Standard test method for tear strength of conventional vulcanized rubber and thermoplastic elastomers.
5. ASTM D2859 – Standard test method for flammability of finished textile floor covering materials.
6. ASTM E303 – Standard test method for measuring surfacing frictional properties using the British Pendulum tester.
7. ASTM F1292-18 – Standard specification for impact attenuation of surface systems under and around playground equipment.
8. ASTM F1951 – Standard specification for determination of accessibility of surface systems under and around playground equipment.

219-1.1.4 Requirements.

Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program" required by Robertson Industries Inc. Or Approved Equal.

219-1.1.5 Submittals.

1. Product Data: Submit manufacturer's product data and installation instructions.

2. Verification Samples: Submit manufacturer's standard verification samples of 9" x 9" (229 x 229 mm) minimum.

3. The Contractor shall submit a complete set of the material submittals, as required, including manufacturer's name and address, specific trade names, catalog and model numbers, illustrations and descriptive material.

4. Products submitted as equal must include hard copies of manufactures written specifications, warranty, purchase and use of materials.

5. Manufacturer's descriptive data and installation instructions.

6. Manufacturer's details showing depths of wear course and sub-base materials, anchoring systems and edge details.

7. Upon request, installations where products similar to these proposed for use have been installed and have been in service. The list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.

8. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM F1292-18, section 15 for a head-first fall from the highest accessible portion of the specified playground equipment.

9. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.

10. A Certificate of Insurance shall be provided by the Manufacturer for poured in place surfacing for use as playground safety surfacing, covering general and product liability, of not less than $1,000,000 for each occurrence, $2,000,000 general aggregate, with an excess/umbrella liability of $25,000,000. The issuing underwrite shall be AA rated.

11. IPEMA Certification mandatory.

219-1.1.6 Delivery, Storage and Handling.

1. Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

219-1.1.7 Project Site Conditions.

1. Poured in Place surfacing must be installed on a dry sub- surface, with no prospect of rain within the initial drying period, and within the recommend temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55°F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look.

219-1.1.8 Sequencing And Scheduling.

1. Poured in Place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Coordinate with General Contractor.

219-1.1.9 Warranty.

1. Poured in Place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited ten-year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product. Warranty is void if not installed by Manufacturers Trained and Certified Poured in Place Surfacing Installers.

219-1.1.10 Testing.

1. NOTE: Critical Fall Height 4 feet through 10 feet have been tested in accordance with Section 15 – Critical Fall Height Test Procedure of ASTM F1292-18.

219-1.2 Products.

1. Safety surfacing shall consist of both recycled and synthetic materials meeting the requirements of this specification. The type of safety surfacing shall be Robertson Industries Inc., manufactured and installed by Robertson Industries Inc., it's Certified Installers. Telephone: (800) 858-0519, or Approved Equal.

219-1.2.1 Procuct Scope.

1. Poured in Place Surface: The poured in place surface shall consist of recycled rubber mixed with a polyurethane binder, then capped with .5-1.5mm TPV granules mixed with an aliphatic binder.

2. It shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.

3. The type of safety surfacing shall be a poured-in-place system and shall be indicated on the drawings.

219-1.2.2 Attenuation Cushion Layer Section.

1. Impact attenuation cushion layer consists of these materials; recycled styrene butadiene rubber (SBR) and/or cryogenic crumb rubber and/or pre consumer postindustrial reclaimed scrap rubber adhered with a 100% solids polyurethane binder to form a resilient porous material.

2. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.

3. Chunk Premium Black Rubber Granules are 5/8" granules: This rubber is pre-consumer, postindustrial, reclaimed rubber, granulated through a 5/8" screen and contains less than 2% dust.

4. SBR Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D5644 with a fiber content of .1% or less mixed in.

5. Binder shall be between 7-12% of the total weight of the material and shall provide 100 % coating of the particles.

6. The attenuation cushion layer shall be compatible with the wear course and must meet requirements herein for impact attenuation.

219-1.2.3 Wear Course.

1. Wear course shall consist of .5-1.5mm Thermal Plastic Vulcanized (TPV) granules with polyurethane binder formulated to produce an even, uniform, seamless surface. Installation of surfacing shall be seamless (unless otherwise agreed upon by owner).

2. TPV shall be peroxide cured with an TPV content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.

3. ASTM D2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons

4. Size of TPV granules .5-1.5mm across. Binder shall be not less than 20% of total weight of rubber used in the wear surface and shall provide 100% coating of the particles.

5. Thickness of wear course shall be a minimum .5" (12.7 mm).

6. The wear course shall be porous.

219-1.2.4 Binder.

1. No Toluene Diphenyl Isocyanate (TDI) shall be used.

2. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.

3. Weight of polyurethane shall be no less than 8.5 lbs. /gal (1.02 Kg/1) and no more than 9.5 lbs. /gal (1.14 Kg/1).

4. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

219-1.2.5 Materials.

1. Only aliphatic polyurethane binder shall be used in the color wear layer. The color wear layer shall be ½ inch to 5/8-inch-thick and shall be TPV (thermoplastic vulcanizate) with a granule size of 0.5-1.5mm. The buffing layer (cushion layer) shall be of a thickness sufficient to attenuate falls per ASTM F1292, and shall be 100% SBR (styrene-butadiene rubber), no exceptions.

2. Wear Course – TPV Granules.

   a) Manufacturers: Rosehill Polymers, or Approved Equal.

   b) As Distributed by: Robertson Industries Inc. (800) 858-0519, or Approved Equal.

   c) Location Used: Playground Area, Fitness Area.

3. Attenuation cushion layer.

   a) Robertson Industries Inc. Shredded and/or Chunk Rubbe, or Approved Equal.

   b) As Distributed by: Robertson Industries Inc. (800) 858-0519, or Approved Equal.

   c) Location Used: Playground Area, Fitness Area.

4. Binder – Aliphatic Urethane Premium, Non-Ambering.

   a) Manufacturer: Accella Polyurethane Systems, or Approved Equal.

   b) As Distributed by: Robertson Industries Inc. (800) 858-0519, or Approved Equal.

   c) Location Used: Playground Area, Fitness Area.

5. Chunk Premium Black Rubber Granules.

   a) Manufacturer: American Recycling Center, Inc. (989) 725-5100 655 Wabassee Drive, Owosso, MI 48867, or Approved Equal.

b) As Distributed by: Robertson Industries Inc. (800) 858-0519, or Approved Equal.

c) Location Used: Playground Area, Fitness Area.

219-1.3 Execution.

219-1.3.1 Site Preparation.

1. Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.

2. Aggregate Subbase: Tolerance of aggregate sub-base shall be within .5" in depth. Verify that aggregate sub-base has been fully compacted. Per ADA Guidelines: compacted Aggregate subbase – 4" of .75" minus irregular stone with fines compacted to 95% in 2" watered lifts.

3. Concrete Sub-Base: Tolerance of concrete or bituminous sub-base shall be with .125" (3.0 mm) in 10' (3050 mm). Per ADA Guidelines: Concrete a minimum of 3' – 4' at a minimum 2500 PSI. Concrete must cure for 7 days prior to application of attenuation cushion layer. Concrete must cure 21 days if wear course is to be applied directly to concrete surface. If poured in place surfacing is installed, verify that the concrete sub- base has cured (all areas appear white in color usually at 7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.

4. Asphalt Sub-Base: Asphalt cure time requires 21-28 days. Once the new asphalt has cured, it must be pressure washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to ensure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to the arrival of our installation crews.

5. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

219-1.3.02 Installation.

1. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day. Material shall cover all foundations and fill around all elements penetrating the surface.

2. Attenuation Cushion Layer: Whenever practical, attenuation cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see

detail) and fully coat the step of the previous work with polyurethane binder to ensure 100% bond with new work. Apply adhesive in small quantities so that new attenuation cushion layer can be placed before the adhesive dries.

3. Wear Course: Wear course must be quality peroxide cured TPV granules. wear surface shall be bonded to attenuation cushion layer. If necessary, additional primer will be used between the attenuation cushion layer and wear course. Apply adhesive to attenuation cushion layer in small quantities allowing the wear course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Expect continuous and seamless up to 2,000 square feet per day (contact sales representative for seamless in excess of 2,000 square feet). Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain wear course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with Owners written approval seams may be permitted in same color pad. Consult with Manufacturer for specific applications.

4. Perimeter: For installations over existing concrete, the perimeter shall be saw cut to provide a keyway 1" deep x 1" wide, or formed during the pour, with surfacing rolled down into the void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or border, the inside vertical edge shall be primed with adhesive and the final 2" of the attenuation cushion layer shall be tapered to allow the wear surface material to be 1.5"– 2" thick where it joins the concrete.

5. Thickness: Construction methods such as the use of measured screeds or guides shall be employed to ensure that the full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

6. Clean Up: Manufacturer installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.

7. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the Contractor from all traffic during the curing period of at a minimum of 48 hours or as instructed by the Manufacturer.

8. Manufacturer Services: For poured in place safety surfacing, a Manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided at no cost to the City. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

219-1.3.01 Site Area Clean Up.

2. The site shall be kept clean and free of tools, trash, and debris and installation materials daily. Products may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

ADD:

SECTION 220 – CONCRETE BASKETBALL COURT SURFACE COLOR COATING SYSTEMS

220-1 CONCRETE BASKETBALL COURT SURFACE COLOR COATING SYSTEMS.

220-1.1 General.

220-1.1.1 Section Includes.

1. Concrete basketball court surface color coating system.

220-1.1.2 Reference Standards.

1. American Sports Builders Association (ASBA).
2. National Basketball Association (NBA) Official Rules

220-1.1.3 Submittals.

1. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
2. Samples: Submit manufacturer's color samples of color coating.
3. Test Reports:
   a) Submit independent test results for solar reflectance index.
   b) Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
   c) Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
4. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.

5. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete basketball court surface color coating system projects, including project name, location, and date of application.

6. Applicator's Project References: Submit applicator's list of successfully completed concrete basketball court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.

7. Warranty Documentation: Submit manufacturer's standard warranty.

8. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

220-1.1.4 Quality Assurance.

1. Manufacturer's Qualifications:

   a) Manufacturer regularly engaged, in manufacture of concrete basketball & multipurpose court surface color coating systems of similar type to that specified.

   b) United States owned company.

   c) Member: ASBA.

2. Applicator's Qualifications:

   a) Applicator regularly engaged, in application of basketball & multi-purpose court surface color coating systems of similar type to that specified.

   b) Employ persons trained for application of basketball & multi-purpose court surface color coating systems.

   c) Applicator must be authorized installer of the surfacing brand used.

220-1.1.5 Delivery, Storage, And Handling.

1. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

   a) Storage and Handling Requirements:

   b) Store and handle materials in accordance with manufacturer's instructions.

   c) Keep materials in manufacturer's original, unopened containers and packaging until application.

d) Store materials in clean, dry area indoors.

e) Store materials out of direct sunlight.

f) Keep materials from freezing.

g) Protect materials during storage, handling, and application to prevent contamination or damage.

h) Close containers when not in use.

i) Retain manufacturer batch codes on each container and application dates, for warranty purposes.

220-1.1.6 Ambient Conditions.

1. Do not apply concrete basketball & multi-purpose court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.

2. Do not apply concrete basketball & multi-purpose court surface color coating system when rain is expected during application or within 24 hours after application.

220-1.2 Product.

220-1.2.1 Manufacturer.

1. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail moreinfo@sportmaster.net.

2. or Approved equal.

220-1.2.2 Materials.

1. Concrete Basketball & Multi-Purpose Court Surface Color Coating System: SportMaster Color Coating System.

2. Crack Sealant: SportMaster “Crack Magic”.

a) 100 percent acrylic emulsion elastomeric crack sealant.

b) Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.

c) Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.

d) Non-Volatile Material: 61 percent, plus or minus 5 percent.

3. Crack Filler: SportMaster “Acrylic Crack Patch”.

    a) 100 percent acrylic emulsion trowel-grade crack filler.

    b) Fills cracks in concrete pavement up to 1 inch wide.

    c) Chemical Characteristics, by Weight, Minimum:

        i. Acrylic Emulsion: 10.0 percent.

        ii. Hiding Pigment: 0.2 percent.

        iii. Mineral Inert Fillers: 78.0 percent.

        iv. Film Formers, Additives: 1.8 percent.

        v. Water: 8.5 percent.

    d) Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.

    e) Non-Volatile Material: 80 percent, plus or minus 5 percent.

    f) Color: Neutral

4. Patch Binder: SportMaster “Acrylic Patch Binder”.

    a) 100 percent acrylic emulsion liquid binder.

    b) Mix on-site with sand and cement.

    c) Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.

    d) Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.

5. Filler Course: SportMaster “Acrylic Resurfacer”.

    a) 100 percent acrylic emulsion resurfacer.

    b) Mix on-site with silica sand.

    c) Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.

    d) Chemical Characteristics, by Weight, Minimum:

        i. Acrylic Emulsion: 44.0 percent.

        ii. Hiding Pigment: 2.0 percent.

iii. Mineral Inert Fillers: 5.0 percent.

iv. Film Formers, Additives: 0.2 percent.

v. Water: 45.0 percent.

e) Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.

f) Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.

g) Color: Neutral.

6. Adhesion Promoter: SportMaster “Acrylic Adhesion Promoter”.

a) Acrylic emulsion primer.

b) Primes concrete surface and promotes adhesion of color coating system materials.

c) Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.

7. Color Coating: SportMaster “ColorPlus System”.

a) 100 percent acrylic emulsion coating.

b) Mix on-site with silica sand and water.

c) Color coats basketball and multi-purpose courts.

d) Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.

e) Color: Per Drawings.

8. Line Markings Primer: SportMaster “Stripe-Rite”.

a) 100 percent acrylic emulsion primer, clear drying.

b) Primes line markings and prevents bleed-under for sharp lines.

c) Chemical Characteristics, by Weight, Nominal:

i. Acrylic Emulsion: 38.0 percent.

ii. Hiding Pigment: 0.0 percent.

iii. Mineral Inert Fillers: 7.0 percent.

iv. Film Formers, Additives: 1.5 percent.

v. Water: 50.0 percent.

d) Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.

e) Non-Volatile Material: 29 percent, plus or minus 5 percent.

9. Line Paint: SportMaster “Textured Line Paint”.

a) Pigmented, 100 percent acrylic emulsion line paint.

b) Line marking on concrete basketball and multi-purpose courts.

c) Chemical Characteristics, by Weight, Nominal:

i. Acrylic Emulsion: 25.89 percent.

ii. Pigment: 14.90 percent.

iii. Mineral Inert Fillers: 13.12 percent.

iv. Additives: 4.73 percent.

v. Water: 41.36 percent.

d) Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.

e) Non-Volatile Material: 45.17 percent, plus or minus 5 percent.

f) Color: Per Drawings.

220-1.3 Execution.

220-1.3.1 Examination.

1. Examine concrete basketball court surfaces to receive color coating system.

2. Verify:

a) Suitable vapor barrier beneath concrete slab.

b) Perimeter drainage to prevent moisture accumulation beneath concrete surface.

c) No curing compounds have been applied to surface.

d) Concrete basketball and multi-purpose courts meet ASBA requirements.

3. Notify Resident Engineer of conditions that would adversely affect application or subsequent use.

4. Do not begin surface preparation or application until unacceptable conditions are corrected.

220-1.3.2 Surface Preparation.

1. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete basketball and multi-purpose court surface color coating system.

2. Prepare surfaces in accordance with manufacturer's instructions.

3. Existing Concrete:

   a) Sandblast, shotblast, or scarify smooth concrete surfaces to roughened texture similar to medium broom finish. If shot blasting, a shot blast profile of CSP3 or CSP4 is recommended.

   b) If existing concrete is uncoated, acid etch with phosphoric or muriatic acid and rinse thoroughly prior to application of color coating system.

4. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete basketball and multi-purpose court surface color coating system. Pressure wash entire surface.

5. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.

6. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.

7. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.

8. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.

9. Ensure surface repairs are flush and smooth to adjoining surfaces.

220-1.3.3 Application.

1. Apply concrete basketball and multi-purpose court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.

2. Mix materials in accordance with manufacturer's instructions.

3. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.

4. Filler Course:

    a. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

5. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.

6. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

220-1.3.4 Line Markings.

1. Lay out court line markings in accordance with appropriate governing body:

    a. Consultant's Guide to Park Design and Development

2. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.

3. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

220-1.3.5 Protection.

1. Allow a minimum of 24 hours curing time before opening courts for play.

2. Protect applied concrete basketball and multi-purpose court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Acceptance.

SECTION 300 – EARTHWORK

300-2.1 General. To the "GREENBOOK", ADD the following:

Prior to placing new fill, approved bottom of excavations shall be scarified at least one foot, brought to above optimum moisture content, and compacted to produce a firm and unyielding surface.

ADD:

300-2.1.1 Miscellaneous Grading Conditions.

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

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

ADD:

300-2.1.2 Moisture Control.

Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy.

2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content and is too wet to compact to specified percentage of dry density.

ADD:

300-2.1.4 Slope Grading.

Site runoff shall not be permitted to flow over the tops of slopes. Positive drainage shall be established away from the top of slopes:

1. Permanent cut and fill slopes shall not be steeper than 2:1 (horizontal: vertical)

2. Compaction of the face of fill slopes shall be performed by backrolling at intervals of 4 feet or less in vertical slope height, or as dictated by the capability of the available equipment, whichever is less. Fill slopes shall be backrolled utilizing a conventional sheepsfoot –type roller.

300-2.2.1 General. To the "GREENBOOK", ADD the following:

A minimum of one foot of existing soil below areas to receive new fill or improvements shall be removed, scarified, moisture conditioned as necessary, and recompacted in accordance with Section 301-1.3. Additional depths of remedial grading may be required.

In areas of loose or saturated "pumping" subgrade, a layer of Tensar BX-1200, Terragrid RX1200, or approved equivalent, may be placed directly on the excavation bottom, then covered with at least one foot of open-graded crushed rock followed by one foot of minus ¾-inch well-graded aggregate base.

300-4.5 Placement. To the "GREENBOOK", ADD the following:

1. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

2. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

300-5.2 Imported Borrow. To the "WHITEBOOK", ADD the following:

Imported fill shall consist of granular soil with less than 35% passing the No. 200 sieve based on ASTM C136.

300-5.5 Structure Backfill. To the "GREENBOOK", ADD the following:

Retaining walls shall be backfilled with granular soil with less than 35% passing the No. 200 sieve based on ASTM C136 and an Expansion Index less than 20 based on ASTM D4829.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.2 Preparation Of Subgrade. To the "WHITEBOOK", ADD the following:

7. Subgrade soil shall be processed to produce near optimum moisture content for compaction. Rocks or concrete fragments greater than three inches in dimension and soil with more than two percent organic content based on ASTM D2974 or an Expansion Index greater than 50 based on ASTM D4829 shall not be reused within the upper three feet of the bottom of the proposed improvements.

8. The subgrade of any concrete slab-on-grade, defined as the area directly beneath and within five feet laterally outside the footprint of the slab, shall consist of at least three feet of very low expansion (EI<20) engineered compacted fill.

9. The subgrade beneath exterior concrete flatwork and retaining wall foundations, defined as the area directly beneath and within two feet laterally outside the footprint of the improvement, shall consist of at least two feet of low expansion (EI<50) engineered compacted fill.

301-1.3 Relative Compaction. To the "WHITEBOOK", ADD the following:

5. The upper one foot of soil subgrade below new asphalt paving, concrete hardscape, and concrete slabs-on-grade shall be scarified immediately prior to constructing the paving, brought to optimum moisture content, and compacted to at least 95% of the maximum dry density per ASTM D1557.

6. Aggregate base shall be compacted to at least 95% of the maximum dry density per ASTM D1557.

7. The upper one foot of soil subgrade in landscaped areas shall be compacted to a maximum of 80% of the maximum dry density per ASTM D1557.

SECTION 402 – UTILITIES

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

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

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.

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 soil laboratory test will determine suitability of onsite topsoil material.

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 Project Landscape Architect 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 "WHITEBOOK", 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.

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

1. Soil Amendment: a blend of organic fractions with several degrees of breakdown rate, a longlasting 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 Landscapers, (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: Inculum shall be both Endo and Ecto (granular), with consititing 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 fiberous 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, or Approved Equal.

Ingredients:	Percentage (minimum):
Mycorrhizal Inoculum	6,500/5,500 progagules per lb.
Humus	65%
Humic Acids	25%

800-1.2.5 Mulch. to the "WHITEBOOK", item 3, subitems a) through m), DELETE in its entirety and SUBSTITUTE with the following:

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.

   a) Size Range:

      i. “Perennial Mulch”: 3/4” screened

      ii. “Orchard Mulch”: 2” minus

   b) Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or Approved Equal.

800-1.2.7 Herbicides and Pesticides. To the “WHITEBOOK”, ADD the following:

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 this 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.

800-1.7 Aeration Tubes. To the "WHITEBOOK", ADD the following:

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:

a) Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 4.5 oz./sq. yd. minimum, with a tensile strength of 120 lbs, water flow reate of 135 g/mi/s.f. and UV Resistance of 70% composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturallyencountered chemicals, alkalis, and acids.

b) Product: “Mirafi 140 N” by Tencate, or Approved Equal.

4. Filter fabric “Sock”:

a) Spunbond, Typar 3341, Geoscape Landscape Fabric - 2.5 oz., Commercial Grade

b) Acceptable Manufacturer: ADS (800) 821-6710, or Approved Equal.

ADD:

800-4 SYNTHETIC TURF.

800-4.1 General.

800-4.1.1 Summary.

1. This Section includes materials, labor, apparatus, tools, equipment, temporary construction, transportation, and services necessary for and incidental to performing the proper completion of Work for a “no in-fill” synthetic grass dog surface with a stable draining base. Synthetic Turf surfaces, as shown on the Contract Drawings, and as specified herein this Section.

2. Work under this Section consists of, but is not necessarily limited to, furnishing and installing the following:

a) Complete Synthetic Turf System, including, drainage, grading, base, synthetic turf, and incidentals.

b) Maintenance Manual.

800-4.1.2 Submittals.

1. General: Submit according to Part 1, Section 3 per Greenbook and Whitebook.

2. The Submittal under this Section shall include legible information on the informationindicated herein this Article. Submittals shall be subject to rejection without review if they are difficult to read due to insufficient scale, poor image quality, or if all of the required information is not included within a single set of Submittals. Partial Submittals shall not be reviewed nor accepted.

3. Product Data. Submit available Product Data and manufacturing sources for each type of material and product indicated herein this Article to the Landscape Architect. Product Data shall also include source and/or

Manufacturer's name, address, and telephone numbers. Include the following information:

a) One (1) copy of the most recent installation reference list for projects of similar scope to this project completed.

b) One (1) 12"x12" loose sample of proposed synthetic grass product.

c) One (1) of the product warranty for proposed synthetic grass product.

d) One (1) copy of their maintenance instructions. These instructions will include all necessary instructions for the proper care and maintenance of the newly installed synthetic turf system.

e) One (1) copy of edge details of proposed installation and terminations of synthetic grass playground system.

f) One (1) copy of a signed letter from synthetic grass vendor certifying that the proposed synthetic grass product is manufactured in the USA.

g One (1) copy (if requested) of independent laboratory test reports on system or components.

4. Samples: Submit the following:

a) One (1) boxed sample of the proposed Synthetic Turf System representative of the exact system and materials which are to be installed. Size of sample shall be adequate to demonstrate effects.

5. Qualification Data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects of similar scope to this project. Include project names and addresses, names and addresses of Architects/Landscape Architects and Owners, and other information specified.

6. Prior to order of materials, the Contractor shall submit a sample warranty, seam layout plan, and any details of construction which deviate from the plans and specifications.

7. Prior to Final Acceptance, Contractor shall provide an executed copy of the Warranty documents and two (2) additional copies of the maintenance manuals to the Owner. The Manuals shall include all of the necessary instructions for the proper care and preventive maintenance of the Synthetic Turf System, including but not limited to cleaning, brushing, and manufacturer's recommended maintenance equipment .

8. No Work under this Section shall proceed until all information indicated herein this Article have been reviewed, accepted, and approved by the Landscape Architect, in writing.

800-4.1.4 Quality Assurance And Control.

1. Manufacturer and Installer Qualifications: Engage an experienced Manufacturer and Installer who has completed installations of Synthetic

Landscape Grass for Dog Runs using similar materials, design, and extent to that indicated for this Project, and whose work has resulted in construction with a documented record of successful in-service performance. The installations must include the installation of a knitted synthetic grass surface. Installer must be competent in the installation of this material, including attachment of seams and proper trimming and attaching techniques prior to the start of turf installation.

2. The synthetic grass vendor must provide competent workmen skilled in this type of dog surface installation. The synthetic grass vendor shall provide a qualified installation foreman to coordinate and review the component parts of the synthetic grass system at no additional cost to the Owner. Foreman shall be introduced to owner or Resident Engineer prior to start of construction.

3 The Synthetic Grass Contractor shall employ only qualified, experienced supervisors and technicians skilled in the installation of the specified Synthetic Grass system. The Manufacturer shall have a representative on site to certify the installation and warranty compliance.

   a) The Synthetic Grass Contractor must hold a valid, active, and in good standing California State Contractor's License in the C-27 Landscape designation.

4. Single-Source Responsibility: Obtain each color, type, and variety of the materials of the Synthetic Turf system from a single Manufacturing source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.

5. Warranty: The synthetic grass vendor shall submit it's manufacturer's warranty, which warrants the synthetic graa product:

   a) Provide coverage of synthetic grass for a minimum of fifteen (15) years from the date of substantial completion.

   b) Warrant that the materials installed meet or exceed the product specifications.

   c) Be from a single source (certified by manufacturer) covering workmanship and all materials.

   d) Assure the availability of exact or substantially the same replacement materials for the synthetic grass system for the full warranty period.

   e) Include general wear and damage caused by UV degradation. The warranty may specifically exclude vandalism and Acts of God beyond the control of the manufacturer or installer.

6. The adhesive bonded seams of all system components shall provide a permanent, tight, secure, surface.

7. The installed synthetic turf system's drainage capability shall allow water flow through the system at a rate of not less than 30 inches per hour.

800-4.1.5 Project Site Conditions.

1. Establish and maintain required levels and grade elevations. Review installation procedures and coordinate Work herein this Section with other Work affected.

2. Keep Work area clean, and in a safe and workmanlike condition so that rubbish, waste, and debris does not interfere with Work of other trades.

800-4.1.6 Delivery, Storage, And Handling.

1. Deliver materials in a timely manner to ensure uninterrupted progress of the Work.

2. Store materials in a dry and protected location. Protect from deformation, staining, and moisture damage.

3. Store materials by methods that prevent damage and permit ready access for inspection and identification.

800-4.1.7 Sequence And Scheduling.

1. Notify the Resident Engineer and Subcontractors performing related or adjacent work ample time for them to perform their portion of Work before completing installation.

2. Coordination: Coordinate with other trades to insure the following:

    a) Irrigation System

    b) Open Joint Pavers

    c) Cast-in-place concrete

3. Contractor shall verify conditions at the Project Site that affects Work of this Section.

4. Contractor shall take field measurements as required. Report major discrepancies between the Contract Drawings and field dimensions to the Landscape Architect prior to commencing Work.

800-4.1.8 Substitutions.

1. Product Options/Substitutions:

    a) Comply with requirements in Greenbook.

    b) Any Material to be considered as an equal to those Materials indicated herein this Section shall be reviewed by the Landscape Architect. Material with equal performance characteristics produced by other manufacturers and/ or purchased from Distributors may be

considered, providing deviations in dimensional size, color, composition, operation, and/or other characteristics do not change the design concept, aesthetic appearance, nor the intended performance, as solely judged by the Landscape Architect. The burden of proof on product equality is on the Contractor submitting a product as an Equal.

800-3.1.9 System Performance.

1. Contractor shall ensure that products for pet/dog system meet the following performance requirements:

    a) The components, as well as the installation methods utilized, shall be designed and executed in a manner to hold up to the unique challenges dogs present. The materials as herein after specified shall withstand full climatic exposure in the location of the play yard/dog run, be resistant to insect infestation, rot, fungus, mold and mildew, shall also withstand ultra-violet rays, and allow the free flow of water vertically through the surface and into the drainage below.

    b) The seams of all system components shall provide a permanent, tight, secure, and hazard free surface.

    c) The installed synthetic grass and drainage system shall allow for drainage and water flow through the system at a rate of not less than 800” per hour.

800-4.2 Products.

800-4.2.1 Synthetic Turf Materials.

1. Quality synthetic grass product manufactured in the USA according to specifications in Section 2 of this document. Product shall be a knitted synthetic grass product (not tufted) and contain an antimicrobial agent while meeting or exceeding all guidelines as established herein. For characteristics not specifically stated, shall meet or exceed all guidelines published by the Synthetic Turf Council.

2. The synthetic grass surface shall be specifically designed, manufactured and installed for the intended use as a commercial/high use dog surfacing solution.

3. Plastic perimeter boards (typically 2” x 4” set vertically) are to surround the entire area for anchoring of the turf. The top edge of this surface is to flush with any adjacent solid surfaces where there could be foot traffic.

4. Stainless steel staples, 1” in length, are to be used to anchor the synthetic turf to the perimeter boards.

800-4.2.2 Products And Manufacturers.

1. Synthetic grass – ForeverLawn "K9Grass Classic", Or Approved Equal.

    a) Pile Weight: 72 oz/sy.

    b) Face Yarn Type: Primary: Polyethylene; Secondary: Heat set textured nylon monofilament containing antimicrobial agent.

    c) Yarn Count: Primary 5,000/4; Secondary 4,200/8.

    d) Pile Height (knitted): 3/4 inch.

    e) Color: Primary: Summer Green; Secondary: Turf Green.

    f) Construction: Knitted.

    g) Antimicrobial Protection: AlphaSan (manufactured into yarn).

    h) Tufting Gauge: N/A – knitted product.

    i) Backing: Flow-through knitted backing with light acrylic coating.

    j) Seaming: Turf Adhesive.

    k) Total Product Weight: 87 oz /sy (+/- 2 oz).

    l) Finished Roll Width: 15 feet (4.6 m).

    m) Finished Roll Length: Up to 150 feet (45.72 m).

    n) The synthetic grass shall be delivered in 15-foot-wide rolls. The rolls will be laid out and installed as specified in the site layout and equipment placement drawings.

    o) All seams shall be installed and secured with approved turf adhesive. Seams secured with stitching alone shall not be acceptable.

    p) No Infill material is to be used.

3. Base and Attaching Components: Base is to be prepared using plastic 2" x 4" plastic board and secured using 1" length ¼" crown stainless steel staples. Turf is to be secured around all edges.

800-4.2.3 System Performance.

1. Contractor shall ensure that products for pet/dog system meet the following performance requirements:

2. The components, as well as the installation methods utilized, shall be designed and executed in a manner to hold up to the unique challenges dogs present. The materials as hereinafter specified shall withstand full climatic exposure in the location of the play yard/dog run, be resistant to insect infestation, rot, fungus, mold and mildew, shall also withstand ultra-violet rays and extreme heat, and allow the free flow of water vertically through the surface and into the drainage system below.

3. The seams of all system components shall provide a permanent, tight, secure, and hazard free surface.

4. The installed synthetic grass and drainage system shall allow for drainage and water flow through the system at a rate of not less than 300 inches per hour.

800-4.2.4 Cleaning Tools.

1. Contractor shall provide the owner with a power broom cleaner as recommended by the artificial turf manufacturer as follows:

   a) Stihl MM55 'Yard Boss' power broom with KB-MM bristle brush attachment.

   b) Poolweb Heavy-Duty Inustrial Water Broom – 3 ft wide with steel construction.

800-4.3 Execution.

800-4.3.1 General.

1. Only factory-trained technicians, skilled in the installation of the Synthetic Grass system working under the direct supervision of the synthetic Grass Manufacturer's installation supervisors shall undertake the placement of the system.

800-4.3.2 Base and Drainage Construction.

1. The synthetic grass base contractor shall strictly adhere to the installation procedures outlined under this section and by the engineer's drawings. Any variance from these requirements must be accepted in writing, by the synthetic grass vendor, and submitted to the owner or owner's representative, verifying that the changes do not adversely affect the performance or warranty.

2. Excavation: Existing ground cover shall be excavated to the depth established on the excavation plan. The subgrade shall also be compacted to a minimum of a 90% compaction rate.

3. Plastic nailer board: The synthetic turf perimeter fastening structure shall be installed before the drainage aggregate.

   a) Install a synthetic nailer board around perimeter and all penetrating objects. Nailer board shall be flush to grade (or as specified in site detail drawings) when adjacent to soft surface (i.e. natural grass, mulch). Nailer board shall be ½" below grade when adjacent to hard surface (i.e. concrete or tile).

b) This shall be the responsibility of the synthetic turf base contractor. See synthetic turf edge attachment detail.

4. Base Drainage Aggregate: Installation of the free draining base aggregate of 3/8" to 5/8" clean compactable angular stone (any mix with fines in excess of 20% must be approved by manufacturer), shall follow procedures provided. If the sub-base does not permit liquids to freely percolate, auxiliary drainage is required. Base material must be installed to a minimum depth of 3½ inches. The drainage network and its existing elevations shall not be disrupted through ground pressures from trucks, dozers or by any other means.

   a) The stone shall be left firm and compacted while allowing the porosity and drainage capabilities of the aggregate profile.

   b) The free draining base course should be designed to meet local soil and weather conditions. It must be installed to a minimum depth of 3 ½" with an overall compaction rate of at least 90%.

800-4.3.3 Synthetic Grass System Installation.

1. After a final inspection of the stone base by the synthetic grass contractor and the Owner's Representative, the synthetic turf installation shall begin. The synthetic grass product shall be delivered in 15-foot-wide rolls.

2. Synthetic grass rolls shall be joined via adhesive bond seaming and reinforced with specialty turf adhesive where necessary.

   a) Seams shall be flat, tight and permanent with no separation or fraying.

   b) Grass rolls must be installed with pile leaning the same direction.

3. Synthetic Turf Perimeter Attachment

   a) After final layout and seaming of the synthetic grass product, the synthetic turf material shall at a minimum be secured to the top of plastic nailer board firmly anchored to sidewalk, curb, wall or by re-bar making up the perimeter of the synthetic turf area. As an alternate installation method the synthetic turf may be wrapped over the edge of the curb nailer board and secured the full depth of the nailer board.

   b) The turf shall be attached to plastic nailer board by stainless steel staples, screws, and/or nails.

   c) Soil or surfacing material outside of the defined synthetic turf area shall be backfilled against turf wrapped perimeter edge and have zero transition edge to synthetic turf unless otherwise specified.

   d) Concrete and solid surfaces should be ½" higher than the top of the board.

4. Infill Application:

   a) It is imperative that no in-fill is utilized with synthetic turf used with dogs.

800-4.3.4 Closeout.

1. The synthetic grass vendor must verify that a qualified representative has inspected the installation and that the finished surface conforms to the manufacturer's requirements.

2. Extra materials: Owner shall be given option to retain and store excess materials such as excess turf for project, but not installed.

800-4.3.5 Clean Up.

1. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items.

2. During the contract and at intervals as directed by the Resident Engineer and as synthetic grass system installation is completed, clear the site of all extraneous materials, rubbish, or debris and leave the site in a clean, safe, well-draining, neat condition.

3. Surfaces, recesses, enclosures, etc. shall be cleaned as necessary to leave the work area in a clean, immaculate condition ready for immediate occupancy and use.

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.

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. 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.

801-1.1 **Weeding.** To the "GREENBOOK", ADD the following:

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 weeds 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, 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 grading, collect soil samples from areas identified in drawings, 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. If corrective measures are specified, provide retesting of soils after measures are corrected to confirm soils were successfully abated and meet specifications.

   b) The cost of the soil analysis and testing shall be included in the bid documents and the Contractor shall not be due additional compensation. Cost change for soil preparation work shall be in accordance with the provisions of the General Conditions.

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. 100% of water needs to be absorbed after 6 hours.

   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.

801-2.2.2 Fertilizing and Conditioning Procedures. To the "WHITEBOOK", Items 2 and 4, DELETE in their entirety and SUBSTITUTE with the following:

2. 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.

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:

5. Planting surfaces shall be graded with no less than one percent (1%) surface slope for positive drainage.

6. Molding and rounding of the grades shall be provided at all changes in slope.

7. 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.

8. 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.

9. 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:

12. 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.

13. 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.

14. 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.

15. Refer to planting details for trees that are to have root barriers.

16. 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.

801-4.5 Tree and Shrub Planting. to the "WHITEBOOK", ADD the following:

1. 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 , DELETE Section 4 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:

Amendment	Amount
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:

Plant Size	Qty.	Tablet Size
Liner and flat size plant	1	5 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

801-4.6.4 Root Barriers. To the "WHITEBOOK", ADD the following:

1. Materials shall be delivered and stored in accordance with Section 4 of the Greenbook and Whitebook 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 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-3.8 Installation. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. Stakes shall be installed on all trees 24' box size and larger for stabilization.

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 **SWPPP Risk Level 2**.

1001-2.10 BMP Inspection, Maintenance, and Repair. To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix K - SWPPP Construction BMP Maintenance Log**.

6. Contractor is responsible for keeping all new and existing storm drain lines clean of debris throughout construction and shall flush and remove any material in pipes or storm drain structures prior to acceptance.

7. Televising of Storm Drain Lines: Prior to acceptance, the Contractor must televise all storm drain lines using CCTV (Closed Circuit Television) to ensure they are free of obstructions, damage, and debris. The video inspection results must be documented and submitted to the QSP or QSD for review and inclusion in the final project documentation.

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

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

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

Project Name: Clay Neighborhood Park Improvements **WBS No.:** B-22047.02.06

Project Location-Specific: 4767 Seminole Drive, San Diego, CA 92115 within the Mid-City Communities (Eastern Area) Community Planning Area (Council District 9).

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

Description of nature and purpose of the Project: Approval of a General Development Plan (GDP) Amendment to add a comfort station south of the existing basketball court within Clay Neighborhood Park. The current approved GDP consists of construction of the proposed improvements including:

- Playground with integrated shade sails
- Fitness stations
- Wellness path
- Fenced dog park
- Permanent shade structure
- Additional shade trees
- Demonstration garden
- Upgrade existing turf, hardscape, landscape, irrigation, furnishings, etc.
- Security lighting
- Biofiltration basin

The project will require approximately 3,500 square feet (SF) of grading for the fenced dog park, demonstration garden, comfort station, plus approximately 1,000 SF of excavation for the comfort station's sewer main connection and security lighting.

Name of Public Agency Approving Project: City of San Diego

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

Exempt Status:

( ) 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: Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15303 (New Construction or Conversion of Small Structures), and 15304 (Minor Alterations to Land)
( ) 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 CEQA State Guidelines, Sections 15301 (Existing Facilities), which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use, such as the upgrades to turf, irrigation, and furnishings; 15302 (Replacement or Reconstruction), which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, such as the upgraded playground and security lighting; 15303 (New Construction or Conversion of Small Structures), which allows for the construction and location of limited numbers of new, small facilities or structures, such as the construction of a new fitness stations, additional fenced dog park, shade structure, Demonstration Garden, Biofiltration basin, comfort station, and other park amenities; and 15304 (Minor Alterations to Land), which allows for the minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes, such as the grading and paving for a wellness path, hardscape and landscaping, excavation work for the new playground, planting and installation of irrigation systems and drainage as proposed by the project; 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, Deputy Director

9/12/23

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.)

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.

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.

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.

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

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

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

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.

7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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)

City of San Diego PUBLIC UTILITIES Water & Wastewater

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:

Meter Information

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: (PERSON IN ACCOUNTS PAYABLE)			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	

Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter

☐ Fire Hydrant Meter Removal Request		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

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123
Project Name:
Work Order No or Job Order No.
City Purchase Order No.
Resident Engineer (RE):
RE Phone#: Fax#:

Contractor's Name:
Contractor's Address:
Contractor's Phone #:
Contractor's fax #:
Contact Name:

Invoice No.
Invoice Date:
Billing Period: (To)

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount	
	1				1.00	$ -		$0.00		$0.00	0.00	$0.00	$ -
	2				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	3				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	4				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	5				1.00	$ -		$0.00		$0.00	0.00%	$0.00	$ -
	6					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	7					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	8					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	9					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	10					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	11					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	12					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	13					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	14					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	15					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	16					$ -		$0.00		$0.00	0.00%	$0.00	$ -
	17					$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		CHANGE ORDER No.				$ -		$0.00		$0.00	0.00%	$0.00	$ -
						$ -		$0.00		$0.00	0.00%	$0.00	$ -
		Total Auhtorized Amount (Original)				$ -		$0.00		$0.00		$0.00	$ -
		Total Authorized Amount (including approved Change Order)				**$ -**		$0.00		$0.00	**Total Billed**	$0.00	Total Amount Remaining
													$ -

SAMPLE

SUMMARY

A. Original Contract Amount	$0.00
B. Approved Change Order #00 Thru #00	$0.00
C. Total Authorized Amount (A+B)	$0.00
D. Total Billed to Date	$0.00
E. Less Total Retention (5% of D)	$0.00
F. Less Total Previous Payments	$0.00
G. Payment Due Less Retention	**$0.00**
H. Remaining Authorized Amount	$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

_____
Resident Engineer **Date**

_____
Construction Engineer **Date**

Retention and/or Escrow Payment Schedule

Total Retention Required as of this billing (Item E)	$0.00
Previous Retention Withheld in PO or in Escrow	$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	***$0.00***
Amt to Release to Contractor from PO/Escrow:	$0.00

Contractor Signature and Date: _____

1/10/2024 Rev

APPENDIX E

LOCATION MAP

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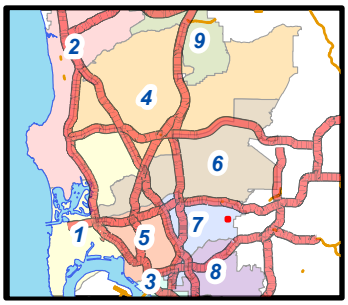
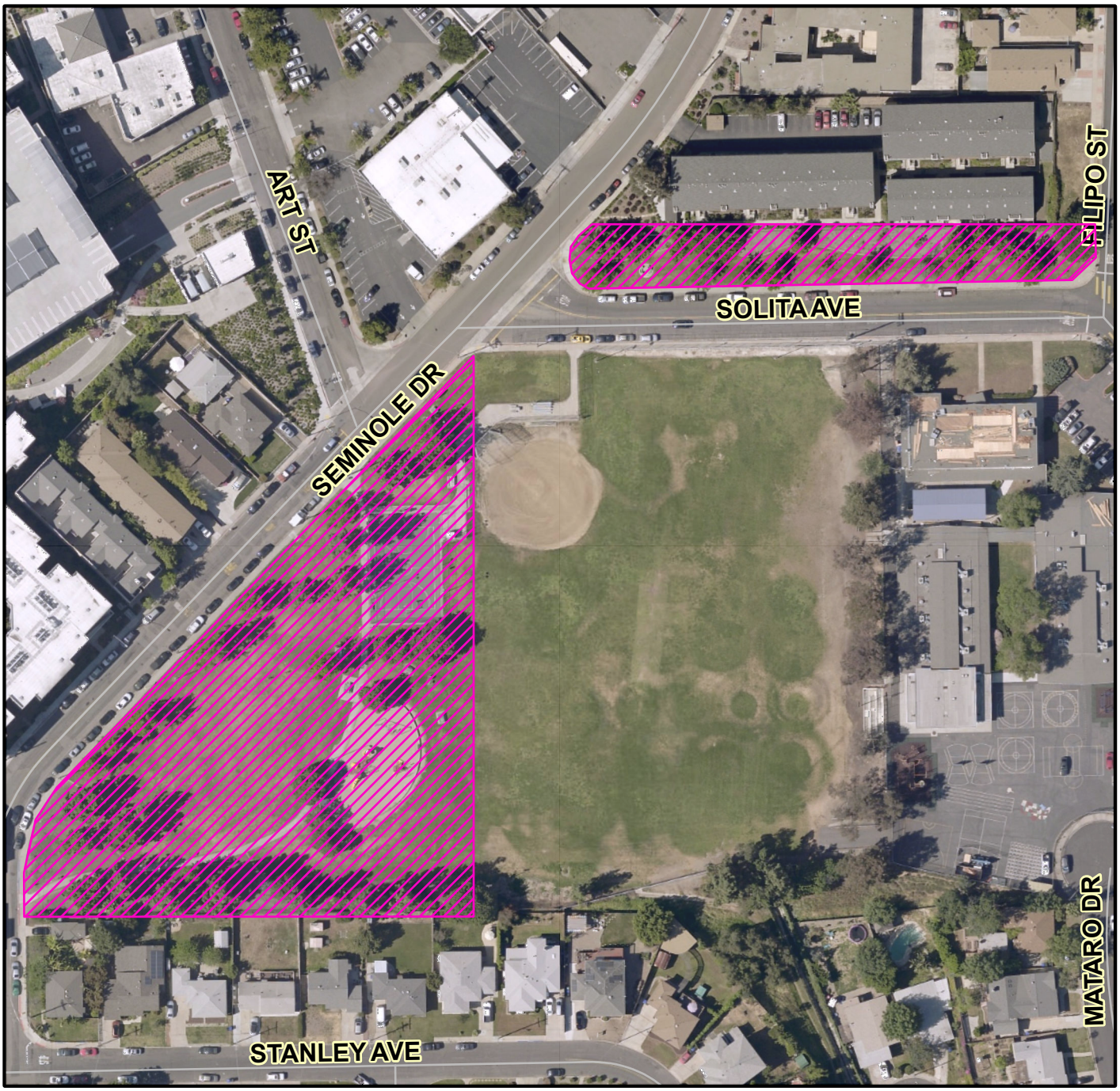


Engineering & Capital Projects

Clay Neighborhood Park Improvements
Location Map

PROJECT OFFICER	PROJECT MANAGER	PROJECT ENGINEER
DARREN GENOVA	FRANCIS MARQUEZ	SHANG AHMAD

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



Legend

Clay Neighborhood Park Improvements

N
W
E
S

COMMUNITY NAME: MID-CITY: EASTERN AREA

COUNCIL DISTRICT: 9

WBS NO: B22047

Date: 8/17/2023

SanGIS

APPENDIX F

ADJACENT PROJECT MAP

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Engineering & Capital Projects

Clay Neighborhood Park Improvements

Project Coordination Map

Rolando Improv 2 (W)
Project Manger: Gimutao, Henry
Start Construction: 9/28/2024
End Construction: 5/26/2027

Rolando Improv 2 (S)
Project Manger: Gimutao, Henry
Start Construction: 9/28/2024
End Construction: 5/26/2027

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Legend

Rolando Improv 2 (W) — Rolando Improv 2 (S) — Clay Neighborhood Park Improvements

N W E S

APPENDIX G

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS No.:		Watershed No.	
Qualified Person Conducting Tests:		signature			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1

Discharge Location[1]	Catergory[2] (Select one)	Notification[3] (Select all that apply)	BMPs in Place[4] (Select all that apply)	Volume[5] (gal)	Sampling[6] (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence[7]			Notes
					Measure	Unit	Time	Result	Limit	No	Yes	Report exceedence to RE & complete page 2 of 2
Inlet Location	☐ Superchlorinated (Chlorine added for disinfection)	☐ TSW (All Categories)	☐ Sweep flow path (gutter, street, etc.)	**Total**	*Chlorine*	mg/L			0.1 mg/L= Exceedance			
	☐ Large Volume (≥ 325,850 gal)	☐ PUD (All Categories)	☐ Dechlorination (diffusers, chemicals, etc.)	**Reused** (if any)								
Start Date: Time:	☐ Well Dev/Rehab (Not Typical)	☐ Water Board (Large Volume Only)	☐ Inlet Protection		*Turbidity*	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			☐ Erosion Controls									
End Date: Time:	☐ Small Volume/Other (No Sampling Required)	☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	☐ Sediment Controls		*pH*	Unit			Range 6.5 to 8.5			

Event #2

Discharge Location[1]	Catergory[2] (Select one)	Notification[3] (Select all that apply)	BMPs in Place[4] (Select all that apply)	Volume[5] (gal)	Sampling[6] (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence[7]			Notes
					Measure	Unit	Time	Result	Limit	No	Yes	Report exceedence to RE & complete page 2 of 2
Inlet Location	☐ Superchlorinated (Chlorine added for disinfection)	☐ TSW (All Categories)	☐ Sweep flow path (gutter, street, etc.)	**Total**	*Chlorine*	mg/L			0.1 mg/L= Exceedance			
	☐ Large Volume (≥ 325,850 gal)	☐ PUD (All Categories)	☐ Dechlorination (diffusers, chemicals, etc.)	**Reused** (if any)								
Start Date: Time:	☐ Well Dev/Rehab (Not Typical)	☐ Water Board (Large Volume Only)	☐ Inlet Protection		*Turbidity*	NTU			20 NTU= Exceedance 225 NTU= Exceedance for Ocean			
			☐ Erosion Controls									
End Date: Time:	☐ Small Volume/Other (No Sampling Required)	☐ County (≥100,000 gal & within ¼ mile of ocean/bay; or if enters the County's MS4)	☐ Sediment Controls		*pH*	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

Event #1		
1) Go to the location where the discharge enters the receiving water.		
☐ Accessible ☐ Unable to Determine ☐ No Safe Access		
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.		
3) Visual Monitoring: Is the discharge into the receiving water…		
…causing erosion	☐ Yes	☐ No
…carrying floating or suspended matter	☐ Yes	☐ No
…causing discoloration	☐ Yes	☐ No
…causing and impact to the aquatic life present	☐ Yes	☐ No
…observed with visible film	☐ Yes	☐ No
…observed with an sheen or coating	☐ Yes	☐ No
…causing potential nuisance conditions	☐ Yes	☐ No
3) If all answers are NO, stop here.		
4) If any answers are YES, Notify the RE immediately for further action		

Event #2		
1) Go to the location where the discharge enters the receiving water.		
☐ Accessible ☐ Unable to Determine ☐ No Safe Access		
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.		
3) Visual Monitoring: Is the discharge into the receiving water…		
…causing erosion	☐ Yes	☐ No
…carrying floating or suspended matter	☐ Yes	☐ No
…causing discoloration	☐ Yes	☐ No
…causing and impact to the aquatic life present	☐ Yes	☐ No
…observed with visible film	☐ Yes	☐ No
…observed with an sheen or coating	☐ Yes	☐ No
…causing potential nuisance conditions	☐ Yes	☐ No
3) If all answers are NO, stop here.		
4) If any answers are YES, Notify the RE immediately for further action		

Instructional Notes

1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	SWPPP@SanDiego.gov
PUD	3 days prior to all discharges	CompReports@SanDiego.gov Rdavenport@SanDiego.gov
San Diego Water Board	3 days prior to Large Volume discharges	SanDiego@WaterBoards.ca.gov Ben.Neill@WaterBoards.ca.gov
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: Joseph.Palmer@SDCounty.ca.gov Dominique.Edwards@SDCounty.ca.gov
	3 days prior if enter county MS4 or unincorporated County	WPP:Nicholas.DeValle@SDCounty.ca.gov LUEG.Watersheds@sdcounty.ca.gov

4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters 225 NTU for ocean 100 NTU for wells
pH	Field Meausre	6.5 - 8.5

APPENDIX H

HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS
WASTE
STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES
GENERATOR NAME
ADDRESS
24 HR. PHONE
CITY
STATE
ZIP
EPA ID NO.
MANIFEST DOCUMENT NO.
EPA WASTE NO.
CA WASTE NO.
ACCUMULATION START DATE
CONTENTS, COMPOSITION
PROPER DOT SHIPPING NAME
TECHNICAL NAME (S)
UN/NA NO. WITH PREFIX
PHYSICAL STATE
SOLID LIQUID
HAZARDOUS PROPERTIES
CORROSIVE
REACTIVE
FLAMMABLE
TOXIC
OTHER
HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM [1]

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:		YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	❒	❒
2.	Did anyone, other than employees in the immediate area of the release, evacuate?	❒	❒
3.	Did the release cause off-site damage to public or private property?	❒	❒
4.	Is the release greater than or equal to a reportable quantity (RQ)?	❒	❒
5.	Was there an uncontrolled or unpermitted release to the air?	❒	❒
6.	Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	❒	❒
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	❒	❒
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	❒	❒
9.	Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	❒	❒
10.	Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	❒	❒

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

[1] This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION Incident #_____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped ☐ Yes ☐ No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: ☐Yes ☐No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A

BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -

B

INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.

C

INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP

D

CHEMICAL OR TRADE NAME (print or type)	CAS Number

CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A ☐	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a) ☐

PHYSICAL STATE CONTAINED ☐ SOLID ☐ LIQUID ☐ GAS	PHYSICAL STATE RELEASED ☐ SOLID ☐ LIQUID ☐ GAS	QUANTITY RELEASED

ENVIRONMENTAL CONTAMINATION ☐ AIR ☐ WATER ☐ GROUND ☐ OTHER	TIME OF RELEASE	DURATION OF RELEASE ___DAYS ___HOURS ___MINUTES

E

ACTIONS TAKEN

F

KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)

☐ ACUTE OR IMMEDIATE (explain) _____

☐ CHRONIC OR DELAYED (explain) _____

☐ NOTKNOWN (explain)

G

ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS

H

COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)

I

CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

REPORTING FACILITY REPRESENTATIVE (print or type) _____

SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE
REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX I

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY

The City of SAN DIEGO

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

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

Clay Neighborhood Park Improvements
K-25-2407-DBB-3

The City of SAN DIEGO

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

To contact the City of San Diego: SD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX J

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:

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

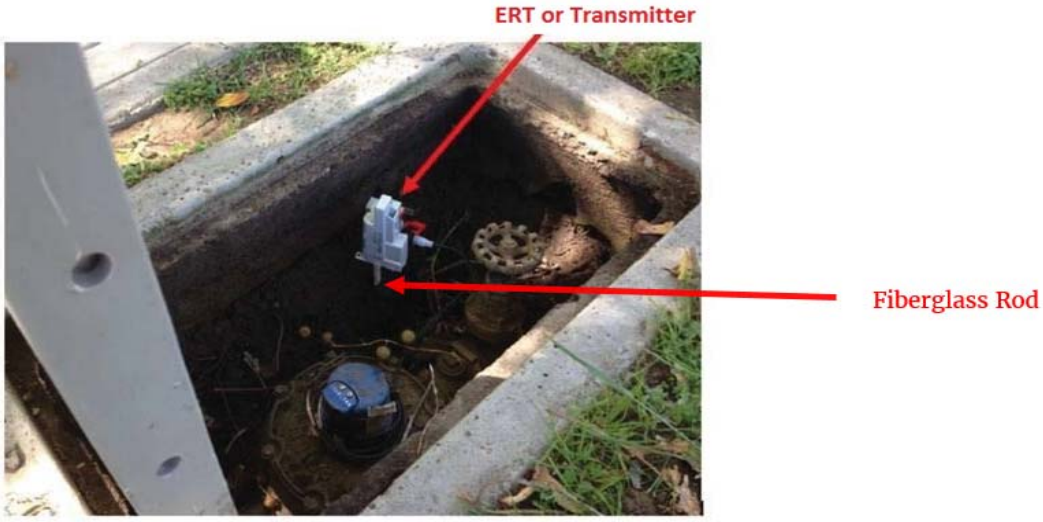

Photo 6 below is an example of disturbance that shall be avoided:

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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

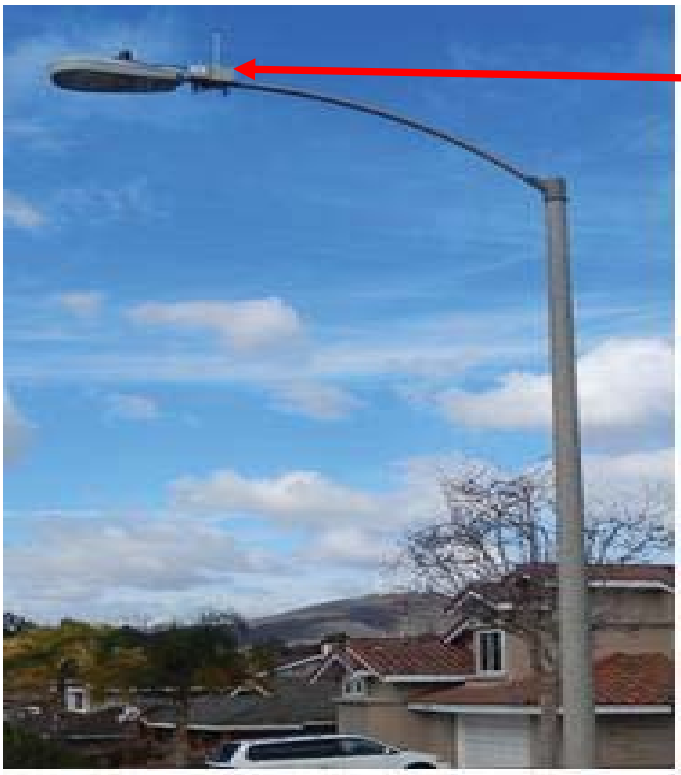

Photo 9

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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

APPENDIX K

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activites include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Acitivities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:
WBS/IO No:
WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

ATTACHMENT F

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

(1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.

(2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.

(3) For emergency contracts that meet the definition of “emergency operations” as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the “emergency operations” project are actually being operated on the project for “emergency operations” only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of “emergency operations” must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

A. "Emergency Operations" is defined as:

1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;

2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or

3. Operations including_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.

B. The records retained by Contractor for "emergency operations" projects must include:

1. A description of the emergency;

2. The address or a description of the specific location of the emergency;

3. The dates on which the emergency operations were performed; and

4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024,** Contractor is also subject to the requirements described in 13 CCR section 2449(j).

(1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.

(2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.

(3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at https://calepacomplaints.secure.force.com/complaints/Complaint, or email **dieselcomplaints@arb.ca.gov**, for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

(5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

(A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

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 **Clay Neighborhood Park Improvements;** Bid No. **K-25-2407-DBB-3;** in the total amount of **Five Million Four Hundred Fifty One Thousand Eight Hundred Eighty Two Dollars and Zero Cents ($5,451,882.00)**.

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 **Clay Neighborhood Park Improvements** , on file in the office of the Purchasing & Contracting Department as Document No. **B-22047**, as well as all matters referenced therein.

3. 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 **Clay Neighborhood Park Improvements**, Bid Number **K-25-2407-DBB-3**, San Diego, California.

4. 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.

5. 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.

6. 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.

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.

CONTRACTOR

By _____

Print Name: Glen Bullock

Title: President

Date: 06/02/2025

City of San Diego License No.: B2014004

State Contractor's License No.: #380204- A,B,C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

THE CITY OF SAN DIEGO

By: _____

Print Name: Berric Doringo
Deputy Director
Purchasing & Contracting Department

Date: 8/29/2025

APPROVED AS TO FORM

Heather Ferbert, City Attorney

By: _____

Print Name: Dana Fairchild
Deputy City Attorney

Date: 9/2/2025

ATTACHMENT H

PROJECT LABOR AGREEMENT

ORIGINAL

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT

FOR

CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS

AND OTHER PROJECTS

DOCUMENT NO. 00- 21764

FILED FEB 13 2024

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

TABLE OF CONTENTS

Page

ARTICLE 1 – RECITALS..... 1
ARTICLE 2 - DEFINITIONS..... 3
ARTICLE 3 - SCOPE OF THE PLA..... 6
ARTICLE 4 – UNION RECOGNITION AND EMPLOYMENT..... 10
ARTICLE 5 - UNION ACCESS AND STEWARDS..... 17
ARTICLE 6 - WAGES AND BENEFITS..... 18
ARTICLE 7 - WORK STOPPAGE AND LOCKOUTS..... 20
ARTICLE 8 – WORK ASSIGMENTS AN DJURISDICTIONAL DISPUTES..... 26
ARTICLE 9 - MANAGEMENT RIGHTS..... 26
ARTICLE 10 – SETTLEMENT OF GRIEVANCES AND DISPUTES..... 29
ARTICLE 11 - COMPLIANCE..... 31
ARTICLE 12 – SAFETY AND PROTECTION OF PERSON AND PROPERTY..... 32
ARTICLE 13 - TRAVEL AND SUBSISTENCE..... 32
ARTICLE 14 - APPRENTICES..... 33
ARTICLE 15 – LEGAL ACTION..... 34
ARTICLE 16 - PRE-JOB CONFERENCE..... 34
ARTICLE 17 - LABOR/MANAGEMENT COLLABORATION..... 35
ARTICLE 18 - SAVINGS AND SEPARABILITY..... 35
ARTICLE 19 - WAIVER..... 36
ARTICLE 20 - AMENDMENTS..... 36
ARTICLE 21 - EFFECTIVENESS OF THE PLA..... 36
ARTICLE 22 – WORK OPPORTUNITIES PROGRAM..... 38
ARTICLE 23 - HELMETS TO HARDHATS..... 40
ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY
ATTACHMENT B – LETTER OF ASSENT
ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM
ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM
ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY
ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17 "DRUG-FREE WORKPLACE/CITY CONTRACTORS"
APPENDIX A – MEMORANDUM OF UNDERSTANDING #1 STARTUP AND COMMISSIONING

CITY OF SAN DIEGO

PROJECT LABOR AGREEMENT
FOR
CITY-PROCURED CAPITAL IMPROVEMENT PROJECTS
AND OTHER PROJECTS

This Project Labor Agreement ("PLA") is entered into by and between the City of San Diego ("City"), the San Diego County Building and Construction Trades Council, AFL-CIO ("Council"), and the signatory Craft Unions ("Unions").

ARTICLE 1
RECITALS

WHEREAS, this PLA will be beneficial to the efficient delivery of City-procured projects included in the City's adopted Capital Improvements Program budget and other projects specifically identified by the City that are of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego; and

WHEREAS, the City is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the construction of City-procured projects included in the City's adopted Capital Improvements Program budget, the City aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are historically marginalized. The City supports policies that create careers, advance equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, the City desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Local Workers and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The City, Contractors and Unions will encourage Local Workers and Targeted Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, Contractors and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. The City, Contractors and Unions shall participate in outreach programs and provide education and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Local Workers and Targeted Workers; and

WHEREAS, it is further understood that the City shall administer the obligations under this PLA to ensure that the benefits of the PLA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. The City may designate a Project Labor Coordinator, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with the PLA. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2
DEFINITIONS

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

"Applicable Prevailing Wage Laws" means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

"Apprentice" means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

"Apprenticeship Program" means an apprenticeship program (i) approved by the State of California's Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

"Apprenticeship Readiness Program" means an apprenticeship readiness program authorized by North America's Building Trades Unions and the Council to teach the Multi-Craft Core Curriculum (MC3) and prepare Local Workers and Targeted Workers for entry into Apprenticeship Programs.

"City" means the City of San Diego.

"Contractor" means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term "Contractor" includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

"Core Employee" is defined in Article 4, Section 4.6(a).

"Council" means the San Diego County Building & Construction Trades Council.

"Covered Contract" means a prime contract or subcontract awarded for performance of Covered Work.

"Covered Professional Services Agreement" means either (1) a project specific consultant agreement for an individual Covered Project that includes Covered Work or (2) the following specialized as-needed consultant agreements that include Covered Work: (a) as needed construction management services; (b) as-needed geotechnical engineering services; (c) as-needed land surveying, mapping, and digitizing services; and (d) as-needed material testing services.

"Covered Project" means either: (1) a City-procured construction project included in the City's adopted Capital Improvements Program budget that is advertised with a City-estimated construction contract value of: (a) at least $5 million in the first and second years of this PLA (July 1, 2024 to June 30, 2026); or (b) more than $1 million thereafter; or (2) a construction project that is not procured by the City, but which is enumerated on Attachment A and for which a bid is advertised during the term of this PLA. The City Council may, by resolution at its sole discretion, include other construction projects for coverage under the PLA or exclude a Covered Project from coverage under the PLA.

"Covered Work" means construction work on a Covered Project, except for work that is excluded under a specific exemption in this PLA. Covered Work also includes work identified as requiring payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester in a Covered Professional Services Agreement. The scope of work includes: making precise measurements to determine relative position or as-built locations; providing stakes, markers, or similar information for location or construction in support of construction operations; field surveying services to support work performed under the direction of a Licensed Land Surveyor or Civil Engineer; field inspections and testing for reinforced concrete, soils, structural masonry, prestressed concrete, structural steel and welding, and other construction materials used in buildings, roads, and related projects. In the event work is referred to by such terms as "quality control" or "quality assurance," such work shall be included under the PLA if it satisfies the above criteria.

"Disadvantaged Business" means a business that is either: (1) a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5 that has been certified by either the California Department of Transportation ("Caltrans") or a Caltrans-approved California certifying agency; (2) a Minority Business Enterprise or a Woman Business Enterprise certified by Caltrans, a Caltrans-approved certifying agency or the California Public Utilities Commission ("CPUC"); or (3) a Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City of San Diego.

"Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Local Worker and Targeted Worker goals set forth in Section 4.5 of this PLA. The City may elect to assign City staff to perform the duties of the "Jobs Coordinator."

"Local Worker" means an individual domiciled in San Diego County, CA or a Veteran residing anywhere. "Domiciled" has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency.

"Master Agreement" means the local master labor agreement of a Union.

"Parties" means the City, the Council, and Unions.

"Prime Contractor" means the contractor awarded a Covered Contract in privity directly with the City.

"Project Labor Coordinator" means the designee(s) of the City, either from its own staff and/or a consultant acting on behalf of the City, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

"Targeted Worker" means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

(a) is a Veteran;

(b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;

(c) has no high school diploma or general education diploma (GED);

(d) is homeless or has been homeless within the last year;

(e) is a former foster youth;

(f) is a custodial single parent;

(g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);

(h) is a current recipient of government cash or food assistance benefits;

(i) has a documented income at or below 100 percent of the Federal Poverty Level;

(j) has spent time in a jail, a youth correctional facility or a prison; or

(k) is a graduate of an Apprenticeship Readiness Program approved to use the Multi-Craft Core Curriculum (MC3).

"Union" means any labor organization signatory to this PLA.

"Veteran" means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. §4215(a)).

"Workforce Dispatch Request Form" means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment C-1.

ARTICLE 3
SCOPE OF THE PLA

Section 3.1 This PLA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this PLA include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel (subject to definition of Covered Work), timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees.

(b) Off-site manufacturing, fabrication, maintenance, hauling of equipment, machinery, or materials, and hauling of recyclable metals, such as copper, steel, and aluminum, that have been separated from other materials at the Covered Project jobsite prior to transportation and that are to be sold at fair market value to a bona fide purchaser as defined in Labor Code section 1720.3. However, any lay down or storage areas for equipment, materials, and manufacturing (*i.e.*, prefabrication) sites dedicated solely for the Covered Project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Covered Project in temporary yards or areas near the jobsite. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Covered Project. Hauling and delivery of materials used for paving, grading, and fill (which include ready-mixed concrete, soil, sand, gravel, rocks, and asphalt) onto a Covered Project jobsite are included under the PLA if the individual driver's work is integrated into the flow process of construction. Hauling of refuse from the Covered Project jobsite will also be covered by the terms and conditions of the PLA to the fullest extent allowed by law and by the prevailing wage determinations of the California Department of Industrial Relations.

(c) All employees of the City and Project Labor Coordinator.

(d) Employees of design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers, resident engineers, construction managers and their employees) and their sub-consultants,

and other employees of professional service organizations, not performing manual labor within the scope of this PLA.

(e) Any as-needed professional services agreement that does not meet the definition of Covered Professional Services Agreements, even if the agreement includes surveying and inspection work that requires payment of prevailing wages under the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester.

(f) Any professional services agreement that was awarded prior to the effective date of the PLA. This exclusion also includes any subsequent amendment to a professional services agreement awarded prior to the effective date of the PLA that is necessary to complete a construction project.

(g) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, City, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City).

(h) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, the City shall review with the vendor whether installation or application may be performed pursuant to terms of the PLA without affecting the status of the warranty.

(i) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days' notice shall be given to the Council before any work is performed pursuant to this exemption.

(j) Laboratory testing work.

(k) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with Covered Projects.

(l) Work on emergency contracts awarded pursuant to San Diego Municipal Code (SDMC) sections 22.3108 or 22.3208.

(m) Work on a construction project that was not procured by the City except a project that is specifically enumerated as a Covered Project on Attachment A or is subsequently included and approved by the City Council by resolution at its discretion during the effective dates of this Agreement.

Section 3.3 Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment B hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and all Contractors awarded Covered Work agree that, to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this PLA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the PLA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this PLA. The City agrees that it will make a reasonable effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

Under no circumstance shall the City be required to forgo project funding due to potential application of this PLA. In such instance, the PLA and its terms shall not apply.

Section 3.5 Master Agreements.

(a) The provisions of this PLA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any Master Agreement shall be resolved under the procedures established in Article 10.

(b) This PLA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this PLA.

Section 3.7 Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.8 Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by the City employees or contracted for by the City for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

ARTICLE 4
UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article.

The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City to identify and refer competent craft persons as needed for Covered Work, and to identify individuals, particularly local residents, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals, particularly Local Workers and Targeted Workers, in qualifying and becoming eligible for such Apprenticeship Readiness Programs and Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender,

gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination, harassment, and retaliation. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the City's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Local Workers and Targeted Workers.

(a) In recognition of the City's mission to maximize employment opportunities for Local Workers and Targeted Workers, Unions and Contractors agree that Local Workers, as well as Targeted Workers, to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Local Workers will be posted on the City's website, as indicated in the Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty percent (30%) of the total construction craft hours worked on each Covered Project being performed by Local Workers, if the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources. If the Covered Project receives federal funding and local hiring requirements have not been pre-approved by the federal funding source(s), the aforementioned goal will be based on the total construction craft hours worked performed by California residents and shall not consider the craft hours worked by residents of states other than California.

(c) The Contractors and Unions agree to increase participation of Targeted Workers on each Covered Project. Strategies and outcomes for increasing such participation will be reported annually by the Project Labor Coordinator with support and assistance from Contractors and Unions.

(d) Contractors shall attempt to satisfy the goals set forth in Section 4.5(b) by (i) assigning current craft employees who are Local Workers to perform Covered Work; (ii) if necessary, requesting referral of Local

Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7. Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers shall not be considered in non-compliance for failure to meet the goals set forth in Section 4.5(b).

(e) Covered Professional Services Agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Covered Contract for a Covered Project, are exempt from the foregoing Local Worker and Targeted Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Targeted Workers are requested by a Contractor, the Unions will refer Local Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and reporting of the foregoing Local Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be a journeyperson and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for Disadvantaged Businesses. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this PLA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its Core Employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee hiring procedure on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this hiring procedure for one subcontract per Covered Project.

The City may at its sole discretion modify the above Core Employee limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(c) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Covered Contract at a Covered Project site.

(d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment C-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.

(e) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

(f) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(g) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Local Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing Covered Work under this PLA. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

ARTICLE 5
UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline

shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non–Covered Projects. On work where the personnel of the City or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with City personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6
WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.

(b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses not otherwise signatory to a Master Agreement are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) Disadvantaged Businesses are limited to utilizing the foregoing Core Employee exemption on subcontracts with a value of $500,000 or less; and

(2) The total value of all subcontracts utilizing this exemption shall not exceed ten percent (10%) of the total value of any Covered Project; and

(3) Each Disadvantaged Business performing work as a subcontractor is limited to using this exemption for one subcontract per Covered Project.

The City may at its sole discretion modify the above Union Benefit Fund Contribution limitations for Disadvantaged Businesses. Any modifications to the limitations for Disadvantaged Businesses will be reflected in the SDMC, including but not limited to Chapter 2, Article 2, Division 36, Small and Local Business Program Administration. If there is conflict, ambiguity, or other inconsistency between any provision in this PLA and the SDMC, the SDMC will control and take precedence.

Disadvantaged Businesses are required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work.

(c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(e) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA),

which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 ("ERISA"), as amended as well. If any Union Pension Trust Fund ("Fund") covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. § 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. § 1383(b)(1)(B)(ii), and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non- exempt Fund to the employees' wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the City's Prevailing Wage Program for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7
WORK STOPPAGE AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy

strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

Section 7.3 Standing to Enforce. The City and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this PLA, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or the City contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The party, including any affected Contractor, invoking this procedure shall notify Robert Hirsch, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or John Kagel, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion,

shall not exceed twenty- four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following

such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non- complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to the City, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to the City the sum of not less than $10,000.00 and no more than $20,000.00 per shift, as determined by the arbitrator, from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make

timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and the City labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with the City, and applicable law.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 All jurisdictional disputes on a Covered Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9
MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific

provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct, and control operations of all work; and

(b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and

(d) Discharge, suspend, or discipline their own employees for just cause; and

(e) Utilize, in accordance with the City's approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and

(f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights. In addition to the following and other rights of the City enumerated in this PLA, the City expressly reserves its management rights and all the rights conferred on it by law and contract. The City's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Covered Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole

judgment, to meet Covered Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and

(c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a

particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This PLA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to the Covered Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) The City, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this PLA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved

Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non- precedential except as to the grievance parties.

(b) Union, Contractor, or City Grievances. Should a Union, a Contractor, or the City (each a "complaining party") allege a violation of this PLA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2.

A representative of the complaining party, and a representative of any responding party to the grievance ("responding party"), shall meet within seven working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. The City may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Barry Winograd; (2) Najeeb Khoury; (3) Andrea Dooley; (4) Robert Hirsch; and (5) John Kagel. In the event any of

these arbitrators retire or become permanently unavailable, the City and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next arbitrator. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and the City. This grievance process and arbitration proceedings do not impede the ability of the City to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this PLA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if they were, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other City representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11
COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the City and the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

(b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment D and City Council Policy 100-17 Drug-Free Worplace/City Contractors attached hereto as Attachment E, which are the exclusive Drug and Alcohol Testing Policies for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for Local Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Local Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or Apprenticeship Readiness Programs in the construction industry that lead to participation in Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyperson hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons.

(b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee working on the Covered Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which they are participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15
LEGAL ACTION

Section 15.1 Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

ARTICLE 16
PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments.

Section 16.2 The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference.

Section 16.3 All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Section 16.4 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final

assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.5 A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.6 The Project Labor Coordinator shall attend each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Targeted Worker employment, as well as the progress of implementing a work opportunities program.

ARTICLE 17
LABOR/MANAGEMENT COLLABORATION

Section 17.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the City and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of a work opportunities program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be

void are wholly inseparable from the remaining portions of this PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19
WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20
AMENDMENTS

Section 20.1 Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the City and the Council.

ARTICLE 21
EFFECTIVENESS OF THE PLA

Section 21.1 Term and Application.

(a) Term of Years. This PLA shall become effective July 1, 2024, if executed by the City, Council, and Unions, and approved by the City Attorney in accordance with San Diego Charter Section 40. Any Union that fails to sign the PLA prior to approval by the City Attorney

shall not be a party to the PLA or covered by the terms of the Agreement. The PLA shall continue in full force and effect for a term of seven (7) years after the effective date.

(b) Application to Covered Projects. The PLA will apply only to Covered Contracts for Covered Projects for which the bid advertisement date for the Covered Contract is between July 1, 2024 and seven (7) years from the effective date of the PLA, and it will continue in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by the City, under procedures described in Section 21.2 below. The PLA shall be included in all Covered Contracts or Covered Professional Services Agreements under which Covered Work may be performed.

(c) Extension. Either the City or the Council may provide written notice to the other not less than nine (9) months prior to the expiration of the PLA of its interest in extending the term of the PLA. Failure to provide such notice nine (9) months prior shall not preclude either the City or the Council from negotiating to extend the term of the PLA, but may impact the ability of the City Council to approve an extension prior to this PLA's expiration. Subject to adoption by the City Council and execution by the Council, the terms and conditions set forth under the PLA may not exceed five (5) years, unless approved by City ordinance. Absent mutual agreement on the extension as described above, the PLA shall expire.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Prime Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the City or third parties on behalf of the City, the PLA shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage in repairs or modifications required by its Covered Contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

ARTICLE 22
WORK OPPORTUNITIES PROGRAM

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers and Targeted Workers. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) Apprenticeship Readiness Programs, to prepare persons, especially Local Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects and future projects. With assistance from the Project Labor Coordinator, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Project Labor Coordinator, agree to develop and implement a work

opportunities program for Local Workers and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In furtherance of the foregoing, the Council and Unions specifically agree to work with the Project Labor Coordinator to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Workers and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the Project Labor Coordinator to conduct outreach to and include Local Workers and Targeted Workers from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Worker employment participation on Covered Projects; and

(d) The Unions will partner with the Contractors and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women; and

(e) The Unions shall assist Local Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers who are seeking employment on the Covered Project and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide Local Workers for employment on the Covered Project.

(f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Local Worker goals set forth in Section 4.5 of this PLA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its work opportunities program and "Helmets to Hardhats" goals described herein.

The City may elect to develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the PLA. Alternatively, the City may direct the Prime Contractor to develop and implement such a program. Regardless of which entity develops and implement the program, the City shall have the right to remove Jobs Coordinators from the pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of the work opportunities program, a joint subcommittee under the PLA shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union's Apprenticeship Program and representatives of the MC3 Apprenticeship Readiness Programs to maximize employment opportunities for Local Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The joint subcommittee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the joint subcommittee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the joint subcommittee meetings.

ARTICLE 23
HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the

services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for a Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

In witness whereof, the Parties have caused this Project Labor Agreement for the City to be executed as of the date and year stated below.

CITY OF SAN DIEGO

By: _____

Name: Todd Gloria

Title: Mayor

Dated: July 1, 2024

APPROVED AS TO FORM

MARA W. ELLIOTT, CITY ATTORNEY

By: Christina L Rae for Bonny Hsu

Name: Christina L. Rae

Title: Deputy City Attorney

Dated: July 1, 2024

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Carol Kim
70D82C690EED49C...

Name: Carol Kim

Title: Business Manager

Dated: June 25, 2024

SIGNATORY UNIONS
(See Attached)

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
Bricklayers & Allied Crafts Local 4

By: DocuSigned by: Jack Alvarado
Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By: DocuSigned by:
Elevator Constructors Local 18

By: DocuSigned by: Ernesto Toscano
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By:
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

By:
Operating Engineers Local 12

By: DocuSigned by:
Laborers Local 1184

By: DocuSigned by: Dave Gauthier
Sheet Metal Workers' Local 206

By: DocuSigned by: Ed Leam
Laborers Local 345

By: DocuSigned by: Jose Estrada
Teamsters Local 166

By: DocuSigned by: Ricardo Perez
UA Local 345

By: DocuSigned by: SERGIO RASCON
Laborers Local 300

By: DocuSigned by: Todd Barry on behalf of B.M. Robert Cooper
Road Sprinkler Fitters Local 669

By: DocuSigned by: Jon Preciado
Southern California District Council of Laborers

By: DocuSigned by: Doug Hick
Southwest Regional Council of Carpenters

By DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: DocuSigned by: Michael Patterson
Allied Workers Local 5

By: DocuSigned by: Luis Miramontes
Boilermakers Local 92

By: DocuSigned by: Chris Brisson
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Cement Masons Local 500 / Area 744

By: DocuSigned by:
Electrical Workers Local 569

By:
Elevator Constructors Local 18

By:
Painters & Allied Trades District Council 36

By: DocuSigned by: Beau Coleman
Iron Workers Local 229

By: Valentine R. Macedo
Laborers Local 89

By: DocuSigned by: Christian Betancourt
Plasterers Local 200

By: DocuSigned by: Jose Sanchez
Plaster Tenders Local 1414

By:
Operating Engineers Local 12

By: DocuSigned by: Steve Beringer
Plumbers & Pipefitters Local 230

By:
Operating Engineers Local 12

By: DocuSigned by: Paul Colmenero
Roofers & Waterproofers Local 45

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Laborers Local 300

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Road Sprinkler Fitters Local 669

By: DocuSigned by: Jon Preciado Jr
Southern California District Council of Laborers

By:
Southwest Regional Council of Carpenters

By: DocuSigned by: Victor Torres
Teamsters Local 481

SIGNATORY UNIONS

By: _____
Allied Workers Local 5

By: _____
Boilermakers Local 92

By: _____
Bricklayer & Allied Crafts Local 4

By: _____
Cement Masons Local 500 / Area 744

By: _____
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Laborers Local 89

By: _____
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By: _____
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By: _____
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By: _____
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Roofers & Waterproofers Local 45

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By: _____
Laborers Local 1184

By: _____
Sheet Metal Workers' Local 206

By: _____
Laborers Local 345

By: _____
Teamsters Local 166

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UA Local 345

By: _____
Laborers Local 300

By: _____
Road Sprinkler Fitters Local 669

By: _____
Southern California District Council of Laborers

By: _____
Southwest Regional Council of Carpenters

By: _____
Teamsters Local 481

ATTACHMENT A – CONSTRUCTION PROJECTS NOT PROCURED BY THE CITY

The following construction projects that are not procured by the City shall be considered Covered Projects for the purposes of this Agreement if the bid advertisement for these projects occurs during the effective dates pursuant to Section 21.1:

1. Phase III - Convention Center Expansion;
2. Phase I - Ocean Beach Pier Replacement;
3. New City Administration Building;
4. San Diego Fire Training Facility; and
5. Resource Recovery Facility at the Miramar Landfill

* In the event that the parties to the Project Labor Agreement for Construction of Pure Water Program Phase I Projects (Pure Water PLA), dated June 16, 2020, amend that agreement such that the terms of this PLA cover and apply to Pure Water Phase II projects, the terms and conditions under this PLA shall apply so long as a bid for the covered project or project work has not yet been advertised.

The City Council may elect to, by resolution, add other construction projects, not otherwise covered by this PLA, for coverage as Covered Projects.

ATTACHMENT B – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator
Address
Address
Address

Attention: _____

Re: City of San Diego Project Labor Agreement

To Whom It May Concern:

This is to confirm **[Name of Company]** agrees to be bound by the City of San Diego's Project Labor Agreement ("PLA"), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the PLA shall extend to all work covered by the PLA undertaken by this Company on the Covered Project pursuant to **[Insert City Contract No._____and Name of Covered Project]**, and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the PLA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:
[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT C-1 – WORKFORCE DISPATCH REQUEST FORM

City of San Diego Project Labor Agreement

The City of San Diego Project Labor Agreement ("PLA") establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Local Workers. The City PLA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Local Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

CONTRACTOR USE ONLY

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Local Worker and/or Veteran	No. of Workers
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
	☐ JM ☐APP	*	
		Total Number of Workers Requested:	

In accordance with the PLA, Article 4, Union Recognition and Employment, we are requesting the union:

* Please provide priority referral of Local Workers, based on zip code residence as described on the following page, or veteran status.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		**Reporting Time:**	
Reporting To:		**On Site Phone:**	
Project Name:			
Project Location:			
Special Instructions:			

UNION USE ONLY

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	
Date Worker(s) Dispatched:	

Name:	JM or App	Veteran	Local Worker? *	Zip Code
	☐ JM ☒ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☒ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	
	☐ JM ☐ APP	☐ Yes ☐ No	☐ Yes ☐ No	

* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Local Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Local Worker, or Targeted Worker.
** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Local Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91901	91902	91905	91906	91910	91911	91913	91914	91915	91916	91917
91910	91932	91934	91935	91941	91942	91945	91948	91950	91962	91963
91941	91978	91980	92003	92004	92007	92008	92009	92010	92011	92014
92004	92020	92021	92024	92025	92026	92027	92028	92029	92036	92037
92025	92054	92055	92056	92057	92058	92059	92060	92061	92064	92065
92057	92067	92069	92070	92071	92075	92078	92081	92082	92083	92084
92071	92091	92093	92096	92101	92102	92103	92104	92105	92106	92107
92101	92109	92110	92111	92113	92114	92115	92116	92117	92118	92119
92113	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131
92124	92135	92136	92139	92140	92145	92154	92155	92161	92173	92182
92140	92536	92672								

ATTACHMENT C-2 – CONTRACTOR CORE WORKFORCE FORM

City of San Diego Project Labor Agreement

The City of San Diego's Project Labor Agreement Article 4, Section 4.6 requires Contractors who are not directly signatory to an applicable Master Agreement to provide a list of Core Employees to the Project Labor Coordinator and applicable Union, prior to performing Covered Work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and applicable Union.

CONTRACTOR INFORMATION			
Covered Project Name:			
Contractor/Firm Name:			
Submitted by:		**Date Submitted:**	
Email:		**Phone:**	

In accordance with the City of San Diego's Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must meet all of the following requirements:

a. Be either a journeyperson or Apprentice;
b. Be on Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee; and
c. Possess any license required by state or federal law for the Covered Projects to be performed.

Please see Article 4.6 of the Project Labor Agreement for additional information regarding use of Core Employees, including limits and order of referrals.

CRAFT / TRADE	EMPLOYEE NAME	LAST 4 SSN	HIRE DATE	DATE LAST EMPLOYED

Please use additional sheets as necessary.

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter "PLA Drug Policy" and City Council Policy No. 100-17, "Drug-Free Workplace/City Contractors," Attachment E. To the extent there is any conflict between the terms set forth in the PLA Drug Policy and in the City Council Policy No. 100-17, the terms set forth in City Council Policy No. 100-17 shall prevail and apply.

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor's job premises or while working on any jobsite in connection with work performed under the PLA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:

    a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

    1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

    2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

    3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable

or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

   c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

   e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml 3	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone[6]	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

[6] Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING "QUICK" DRUG SCREENING TESTS PURSUANT TO ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E – CITY COUNCIL POLICY NO. 100-17

"DRUG-FREE WORKPLACE/CITY CONTRACTORS"

CITY OF SAN DIEGO, CALIFORNIA

COUNCIL POLICY

CURRENT

SUBJECT: DRUG-FREE WORKPLACE/CITY CONTRACTORS
POLICY NO.: 100-17
EFFECTIVE DATE: May 20, 1991

BACKGROUND:

The issue of substance abuse, the misuse of both legal and illegal drugs, has been identified as a major problem. It is well documented that substance abuse in the workplace can negatively impact employee performance, worker safety and the safety of the general public.

PURPOSE:

It is the intent of the City Council that the City of San Diego take a leadership role in addressing the issue of drug abuse in the workplace. It is the purpose of this policy to establish the requirement that all City construction contractors, consultants, grantees and providers of non-professional services agree to comply with this Drug-Free Workplace Policy.

POLICY:

Section 1. Definitions

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

B. "Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 2.

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

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

Section 2. City Contractor Requirements

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

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace.
(b) The person's or organization's policy of maintaining a drug-free workplace.
(c) Any available drug counseling, rehabilitation, and employee assistance programs.
(d) The penalties that may be imposed upon employees for drug abuse violations.

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

B. Contractors shall include in each subcontract agreement language which indicates the subcontractor's agreement to abide by the provisions of subdivisions (1) through (3) inclusive of Section 2A. Contractors and subcontractors shall be individually responsible for their own drug-free workplace programs.

HISTORY:

Adopted by Resolution R-277952 05/20/1991

APPENDIX A –

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

The Parties and Contractors agree that work covered by this PLA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the PLA to the extent the work is excluded by Section 3.2(g) and/or Section 3.2(h).

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

IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

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:

Clay Neighborhood Park Improvements
(Project Title)

as particularly described in said contract and identified as Bid No. **K-25-2407-DBB-3**; SAP No. (WBS) **B-22047**; 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

JOBS COORDINATOR DESIGNATION FORM

JOBS COORDINATOR. A Jobs Coordinator is an independent third-party individual, entity or employee with whom the Prime Contractor contracts with or employs to assist with: achieving and exceeding the Local Worker goals set forth in the PLA, Article 4, Section 4.5; fulfilling the Work Opportunities Program as set forth in Article 22; and Helmets to Hardhats participation as set forth in Article 23. Each subcontractor, regardless of tier, shall utilize the Jobs Coordinator retained by the Prime Contractor pursuant to the PLA, Article 22 Section 22.2 (f). The Prime Contractor must submit a Jobs Coordinator Designation Form prior to award of a Covered Project or each time it is assigned a Task Order that is considered a Covered Project.

List the applicable Jobs Coordinator information below.

Legal Name and Full Street Address of Jobs Coordinator Firm (or list Prime Contractor if self-performing)	Name of Individual Acting as Jobs Coordinator	Phone number and email address of Jobs Coordinator	DBE Certification Number (or N/A)	Amount of Work by Subcontractor in Dollars
TransCal Service, LLC 6109 South Western Avenue, Suite 103 Los Angeles, CA 90047	Jeffery Henderson	(818) 419-2581 jhenderson@transcalservices.com	41395	$36,700.00 Thirty-Six Thousand Seven Hundred

Bidder Signature: _____ Esteban Montoya, Project Manager Dated: 06/03/2025

Disadvantaged Business Enterprise Credit: If the Jobs Coordinator is a certified DBE pursuant to the PLA, Article 22 prior to contract award, its work can be counted towards the DBE goal commitment and attainment. If utilizing the Jobs Coordinator for DBE credit, it must also be included on the List of Subcontractors form found in the Certification and Forms section of this Bid.

JOBS COORDINATOR QUALIFICATIONS. Jobs Coordinator qualifications may include, but are not limited to, the following:

A. 3 years' experience providing Jobs Coordinator services.

B. Possess working relationships with the San Diego Building and Construction Trades Council, Veteran Worker organizations, and signatory craft councils and unions operating within the County of San Diego by describing previous interactions, relationships, and partnerships with these parties/groups.

C. Demonstrate experience with Targeted and/or Veteran Worker populations.

D. Experience working with services of the Center for Military Recruitment, Assessment and Veterans Employment and "Helmets to Hardhats" programs.

JOBS COORDINATOR RESPONSIBILITIES. The Prime Contractor may require the selected Jobs Coordinator to perform a list of duties that include, but are not limited to, the following:

A. Develop, create, design, and market specific programs to attract Local, Targeted and/or Veteran Workers for construction opportunities (e.g. handouts and fliers for "walk-ins" demonstrating program entrance procedures).

B. Coordinate services for contractors to use in the recruitment of Local, Targeted and/or Veteran Workers.

C. Conduct orientations, job fairs, and community outreach meetings in the local community.

D. Distribute the City of San Diego Targeted Worker Survey Form.

    a. Screen Targeted and/or Veteran Workers status.

E. Establish a referral and retention tracking mechanism for placed Local, Targeted and/or Veteran Workers and apprentices.

F. Network with the various work source centers, community organizations, and other non-profit entities that provide qualified Local, Targeted, and/or Veteran Workers.

G. Coordinate with the various building trades crafts for referral and placement of Local, Targeted, and/or Veteran Workers.

H. Maintain a database of pre-qualified Targeted and/or Veteran Workers for referral.

I. Be the point of contact to provide information about available job opportunities on projects.

J. Assist all subcontractors, regardless of tier, with their documentation efforts and other reports as it relates to their Local, Targeted and/or Veteran Worker hiring goals.

K. Work closely with the City, the building trades, and all contractors in achieving and/or exceeding the Local Worker goal and voluntary Targeted Worker participation.

JOBS COORDINATOR DELIVERABLES. The Prime Contractor may require the selected Jobs Coordinator to provide, on a monthly basis, an update of Jobs Coordinator activities via email, including but not limited to:

A. Number of Local, Targeted and/or Veteran Worker placements made.

B. Contractor availability for sponsoring new Local, Targeted and/or Veteran Workers.

C. Spotlight photos and interviews with Local, Targeted and/or Veteran Workers.

D. Activities that have been completed to achieve the Local Worker goal and voluntary Targeted Worker participation.

E. Identification of any workers who meet the Local, Targeted and/or Veteran status that are available for placement.

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. **SUBCONTRACTORS FOR ALTERNATES**

D. **MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**

E. **DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**

F. **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

CLAY NEIGHBORHOOD PARK IMPROVEMENTS

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 **9th** day of **APRIL**, 20**25**

DICK MILLER, INC. (SEAL)	**THE OHIO CASUALTY INSURANCE COMPANY**
(Principal)	(Surety)
By: _____	By: _____
(Signature)	Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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, Assistant Secretary

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, 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 9th day of April, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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 April 9, 2025 before me, S. L. Holcomb , 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.

S. L. HOLCOMB
COMM. # 2478126
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. JAN. 1, 2028

Signature S L Holcomb
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: _____

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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 ESTIMATOR

Name

Signature

Date 4/28/2025

USE ADDITIONAL FORMS AS NECESSARY

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY *****
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (example: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
1	Name: ROBERTSON RECREATIONAL Address: 4767 SEMINOLE DRIVE City: SAN DIEGO State: CA. Zip: 92115 Phone: 800-858-0519 Email: david.purcell@playcoresurfacing.com	667261	1000002700	CONSTRUCTOR	PIP RUBBER	43,364.00
1	Name: WESTERN STATE BUILDERS Address: 2141 ORANGE AVE. City: ESCONDIDO State: CA. Zip: 92029 Phone: 760-270-8639 Email: JULIAN@WESTERNSTATEBUILDER.COM	1069677	1000706410	CONSTRUCTOR	INSTALL FITNESS EQ	29,500.00
1	Name: MARINA LANDSCAPE Address: 28245 EL TORO CUT OFF RD. City: LAKE ELSINORE State: CA Zip: 92532 Phone: 714-939-6600 Email: ESTIMATOR@MARINACO.COM	492862	1000000079	CONSTRUCTOR	LANDSCAPE	117,500.00
3	Name: CRAFTERS FENCE Address: 9510 PATHWAY STEET SUITE B City: SANTEE State: CA. Zip: 92071 Phone: 619-561-0226 Email: jarrett@craftersfence.com	815320	1000014084	CONSTRUCTOR	FENCING	57,100.00

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

Form - Subcontractors For Alternates

SUBCONTRACTORS FOR ALTERNATES

***** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY *****
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE (*example*: Deductive Alternate B) Only one Alternate and Sub per line	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCNTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT (Negative If Deductive)
1	Name: ACE ELECTRIC Address: PO BOX 601071 City: SAN DIEGO State: CA Zip: 92160 Phone: 619-814-4777 Email: CHRISH@ACEELECTRICINC.COM	835109	1000001519	CONSTRUCTOR	ELECTRICAL	50,100.00
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					
	Name: Address: City: State: Zip: Phone: Email:					

SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING SLBE/ELBE PARTICIPATION GOALS

Form - Subcontractors For Alternates

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, 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, ESTIMATOR — Print Name, Title

John F Martinez — Signature

4/28/2025 — 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): *Bidders* and *contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* 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 ESTIMATOR

Name

Signature

Date 4/28/2025

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
JULIAN MOEN	VICE PRESIDENT
WESTERN STATE BUILDERS	

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
HUE TA	VICE PRESIDENT OF ESTIMATING
MARINA LANDSCAPE	

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
TIM MARTIN	PRESIDENT
JASON GABLE	VICE PRESIDENT
PRECISION STRIPING	

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: DICK MILLER INC.

Certified By JOHN MARTINEZ Title ESTIMATOR

Name

Signature Date 5/6/2025

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
DAVID PURCELL	SALE MANAGER
ROBERTSONS RECREATIONAL	

☐ SUBCONTRACTOR ☒ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CHARLES KAUFMAN IV	PRESIDENT
CATHERINE SHERIN	CHIEF OPERATING OFFICER
PUBLIC RESTROOM COMPANY	

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
CHRIS HINDS	CEO
ACE ELECTRIC	

☒ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE
MIKE POWERS	PRESIDENT
POWERCON IMPROVEMENTS	

Contractor Name: DICK MILLER INC.

Certified By JOHN MARTINEZ Title ESTIMATOR

Name

Signature Date 5/6/2025

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
CRAFTERS FENCE, INC / JARRETT L YOUNG	PRESIDENT

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR ☐ SUPPLIER ☐ MANUFACTURER

NAME	TITLE

Contractor Name: CRAFTERS FENCE INC

Certified By JARRETT L YOUNG Title PRESIDENT

Name

Jarrett L Young Date 5/06/2025

Signature

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM A

e - Bidding

FOR

CLAY NEIGHBORHOOD PARK IMPROVEMENTS

BID NO.: **K-25-2407-DBB-3**
SAP NO. (WBS/IO/CC): **B-22047**
CLIENT DEPARTMENT: **1714**
COUNCIL DISTRICT: **9**
PROJECT TYPE: **GA**
STATE PROJECT NO.: **SG-37046**

BID DUE DATE:

2:00 PM
MAY 6, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

A. CHANGES TO CONTRACT DOCUMENTS

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

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

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 16, 2025*
San Diego, California

RA/RE/na

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM B

e - Bidding

FOR

CLAY NEIGHBORHOOD PARK IMPROVEMENTS

BID NO.: **K-25-2407-DBB-3**
SAP NO. (WBS/IO/CC): **B-22047**
CLIENT DEPARTMENT: **1714**
COUNCIL DISTRICT: **9**
PROJECT TYPE: **GA**
STATE PROJECT NO.: **SG-37046**

BID DUE DATE:

2:00 PM
MAY 6, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

http://www.sandiego.gov/cip/bidopps/

ENGINEER OF WORK

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

1) Registered Landscape Architect — 4/21/2025 Date — Seal:

2) For City Engineer — 04/21/2025 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. PLANS

1. To Drawing numbers **0101425-1-D**, **0101425-2-D**, **0101425-5-D**, **0101425-6-D**, **0101425-8-D**, **0101425-9-D**, **0101425-14-D** through **0101425-19-D**, **0101425-21-D**, **0101425-22-D**, **0101425-24-D** through **0101425-27-D**, **0101425-29-D**, **0101425-33-D** through **0101425-36-D**, **0101425-39-D**, **0101425-44-D** through **0101425-46-D**, **0101425-48-D**, **0101425-50-D**, **0101425-51-D**, **0101425-54-D** through **0101425-57-D**, **0101425-60-D**, and **0101425-72-D**, **DELETE** in their entirety and **REPLACE** with Drawing numbers **0101425-1-D**, **0101425-2-D**, **0101425-5-D**, **0101425-6-D**, **0101425-8-D**, **0101425-9-D**, **0101425-14-D** through **0101425-19-D**, **0101425-21-D**, **0101425-22-D**, **0101425-24-D** through **0101425-27-D**, **0101425-29-D**, **0101425-33-D** through **0101425-36-D**, **0101425-39-D**, **0101425-44-D** through **0101425-46-D**, **0101425-48-D**, **0101425-50-D**, **0101425-51-D**, **0101425-54-D** through **0101425-57-D**, **0101425-60-D**, and **0101425-72-D**.

   Refer to the link below for a PDF of the Plans:

https://drive.google.com/drive/folders/1PDhnkS3CkNbUx7Af4cUXa2SGV1wLxnHc

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 22, 2025*
San Diego, California

RA/RE/na/rs

City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426

ADDENDUM C

e - Bidding

FOR

CLAY NEIGHBORHOOD PARK IMPROVEMENTS

BID NO.: **K-25-2407-DBB-3**
SAP NO. (WBS/IO/CC): **B-22047**
CLIENT DEPARTMENT: **1714**
COUNCIL DISTRICT: **9**
PROJECT TYPE: **GA**
STATE PROJECT NO.: **SG-37046**

BID DUE DATE:

2:00 PM
MAY 6, 2025

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS
http://www.sandiego.gov/cip/bidopps/

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. Legend on sheet L204 runs off the page and there is missing information regarding detail callouts. Please revise legend to show all information.

A1. Refer to the Addendum B, Section B, Plans. Legend table has been updated to show all information.

Q2. In the legend on L204, the ball valve size is specified to match the largest RCV in the manifold. However, there are some ball valves that are not installed in the manifold. Please advise on the appropriate valve sizing for those not installed in the manifold?

A2. Refer to Addendum B, Section B, Plans; ball valves are sized on current Plans.

Q3. On sheet L202, two RCVs are labeled B5 and B6. The note near the valves mentions routing wires to the new controller. Does this mean the wires for these two valves, labeled B (for controller B), will be routed to controller A.

A3. Wires for these valves will be routed back to the new controller, wires are shown on the Addendum B, Section B, Plans.

Q4. Please clarify if thrust blocks are required to installed at all changes of mainline

A4. Thrust blocks are required on the irrigation mainline.

Q5. Per note 6/ L303, the depth of the mulch is stated to be 3-inch depth. However, per detail SDL-102, the depth shown is 2-inch depth. Please clarify the actual depth.

A5. The depth of mulch shall be 3" per Plans.

Q6. Please provide the on-spacing for 1G SENECIO MANDRALISCAE 'BLUE CHALK SRICK'

A6. On-spacing will be 24" on center.

Q7. Note 2/ L303 states that all turf and planting area shall receive import topsoil. Please clarify which type of topsoil shall be used.

A7. Refer to General Notes on Sheet C001 for Topsoil requirements.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 30, 2025*
San Diego, California

RA/RE/na

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	Estimator
Phone	951-216-4070
Email	jmartinez@dmiusa.net
Vendor Type	DVBE, CADIR, SLBE, MALE, SDVSB, CAU, ELBE
License #	380204
CADIR	1000004547

Bid Detail

Bid Format	Electronic
Submitted	05/06/2025 1:02 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	427885

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
contractor cert of pending actions.pdf	contractor cert of pending actions.pdf	Contractor's Certification of Pending Actions
SUBS ALTS.pdf	SUBS ALTS.pdf	Subcontractors for Alternates
mandatory disclosure of business intrest.pdf	mandatory disclosure of business intrest.pdf	Mandatory Disclosure of Business Interests Form
prime debarment.pdf	prime debarment.pdf	Prime Contractor - Debarment and Suspension Certification
SUBS DEBARMENT.pdf	SUBS DEBARMENT.pdf	Subcontractor - Debarment and Suspension Certification
Bid Bond Clay.pdf	Bid Bond Clay.pdf	Bid Bond

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Ace Electric, Inc. PO Box 601071 San Diego, California 92160	ELECTICAL & LIGHTING	835109	1000001519	$343,000.00	PQUAL, Local
Crafters Fence, Inc 9510 Pathway Street suite B Santee, California 92071	FENCING	815320	1000014084	$102,880.00	ELBE, Local
Marina Landscape Inc. 3707 W Garden Grove Blvd Orange, California 92868	LANDSCAPE & IRRIGATION	492862	1000000079	$493,219.00	CAU, MALE, CADIR
Precision Striping, Inc. 545 W. Bradley Avenue El Cajon, California 92020	STRIPING AND SIGNAGE	1026547	1000051515	$17,000.00	CADIR, MALE, LAT, SLBE, Local
Robertson Industries, Inc 2414 West 12th St, Suite 5 Tempe, Arizona 85281	PIP RUBBER	667261	1000002700	$28,815,200.00	CADIR
Western State Builders Inc 2141 Orange Ave Escondido, California 92029	INSTALL PLAYGROUND EQUIPMENT & SHADE SAIL	1069677	1000706410	$282,512.00	CADIR, MALE, CAU, PQUAL, Local
powercon improvements inc. 13908 cheryl creek dr el cajon, California 92021	INSTALL SHADE STRUCTURES	1016331	1000031876	$64,900.00	Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							**$5,451,882.00**		
1	524126		Bonds (Payment and Performance)	LS	1	$97,350.00	$97,350.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	$25,000.00	$25,000.00	Yes	
3	238990		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	$12,000.00	$12,000.00	Yes	
4	238990		Construction of Clay Neighborhood Park Improvements	LS	1	$4,865,032.00	$4,865,032.00	Yes	
5	238990		Mobilization	LS	1	$225,000.00	$225,000.00	Yes	
6			Field Orders (EOC Type II)	AL	1	$150,000.00	$150,000.00	Yes	
7	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	$15,000.00	$15,000.00	Yes	
8	541330		SWPPP Development	LS	1	$9,500.00	$9,500.00	Yes	
9	237310		SWPPP Implementation	LS	1	$51,500.00	$51,500.00	Yes	
10	541330		SWPPP Permit Fee (EOC Type I)	AL	1	$1,500.00	$1,500.00	Yes	
Additive Alternate 1							**$771,650.00**		
11	238990		Construction of Solita Avenue Improvements	LS	1	$771,650.00	$771,650.00	Yes	
Additive Alternate 2							**$44,000.00**		
12	238990		Sports Court Improvements	LS	1	$44,000.00	$44,000.00	Yes	
Additive Alternate 3							**$65,665.00**		
13	238990		Sports Court Chainlink Fence Replacement	LS	1	$65,665.00	$65,665.00	Yes	
Additive Alternate 4							**$21,920.00**		
14	238990		Boulders with sliced top and back rest	EA	4	$5,480.00	$21,920.00	Yes	
Additive Alternate 5							**$22,000.00**		
15	238990		Recreate damaged sculpture	LS	1	$22,000.00	$22,000.00	Yes	
Additive Alternate 6							**$17,500.00**		
16	238990		New Water Fountain	EA	1	$17,500.00	$17,500.00	Yes	
Additive Alternate 7							**$2,200.00**		
17	238990		New Dog Bowl	LS	1	$2,200.00	$2,200.00	Yes	
Additive Alternate 8							**$10,960.00**		
18	238990		Boulders with sliced top and back rest	EA	2	$5,480.00	$10,960.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	**$5,451,882.00**
Additive Alternate 1	**$771,650.00**
Additive Alternate 2	**$44,000.00**
Additive Alternate 3	**$65,665.00**
Additive Alternate 4	**$21,920.00**
Additive Alternate 5	**$22,000.00**
Additive Alternate 6	**$17,500.00**
Additive Alternate 7	**$2,200.00**
Additive Alternate 8	**$10,960.00**
Grand Total	**$6,407,777.00**

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

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 is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) -** who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A)**.

Prime Contractor Name: Dick Miller Inc

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: N/A Address: City: State: Zip: Phone: Email:				
Name: Address: City: State: Zip: Phone: Email:				
Name: Address: City: State: Zip: Phone: Email:				
Name: Address: City: State: Zip: Phone: Email:				

**** USE ADDITIONAL FORMS AS NECESSARY ****