

City of San Diego

CONTRACTOR'S NAME: Fordyce Construction, Inc.

ADDRESS: 9932 Prospect Ave., #138, Santee CA 92071

TELEPHONE NO. 619-449-4272 **FAX NO.:** 619-449-1930

CITY CONTACT: Ron McMinn, Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

L. Marshall / R.W. Bustamante / R. Dinjotian

BIDDING DOCUMENTS



FOR

ISLAND AVENUE MINI PARK IMPROVEMENTS

BID NO.: K-20-1897-DBB-3-A

SAP NO. (WBS/IO/CC): L-16000.2

CLIENT DEPARTMENT: 1714

COUNCIL DISTRICT: 8

PROJECT TYPE: GC

CDBG #: 100000-20

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED CONTRACT THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

BID DUE DATE:

2:00 PM
JULY 9, 2020

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

Vicki Estrada
1) Registered Landscape Architect

5/8/20
Date

Seal:



Jason D. Grani
2) For City Engineer

5/6/20
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Lobby Prohibition, Certification and Disclosure	At Time of Bid	ALL BIDDERS
7.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
8.	Bid Bond (Original)	By 5PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
9.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
10.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
11.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
13.	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	APPARENT LOW BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Island Avenue Mini 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 **\$1,380,000**.
4. **BID DUE DATE AND TIME ARE: JULY 9, 2020 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **Department of Housing and Urban Development (HUD):**

1.	Small Disadvantaged Business (SDB):	5%
2.	Women-Owned Small Business (WoSB):	5%
3.	HUBZone Small Business (HubZone):	3%
4.	Service Disabled Veteran-owned Small Business (SDVoSB):	3%
 - 7.6. Bid shall be **declared non-responsive** if the Bidder fails any of the following conditions:
 1. Submission of GFE documentation, as specified in the Special Provisions.

2. Bidder's submission of Good Faith Effort documentation, saved in searchable portable Document Format (PDF) and stored on Universal Serial Bus (USB) Type-A, Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within 4 Working Days of the Bid opening.

GFE shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

OR:

RMcMinn@sandiego.gov

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

- 9.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

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

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

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Public Works 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/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/traffic-operations/camutcd/	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "SELF- PERFORMANCE", which stipulates the percent

of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 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 Public Works Contracts.
- 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 the next business day after the bid opening date, the first five apparent low 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 the next business day after bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

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

22. THE CONTRACT:

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

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Fordyce Construction, Inc., a corporation, as principal, and Harco National Insurance Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of One Million Eight Hundred Ninety Seven Thousand Two Hundred Five Dollars and Zero Cents (\$1,897,205.00), for the faithful performance of the annexed contract, and in the sum of One Million Eight Hundred Ninety Seven Thousand Two Hundred Five Dollars and Zero Cents (\$1,897,205.00), 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 Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

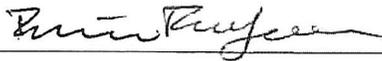
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated September 25th, 2020

Approved as to Form

Fordyce Constrction, Inc.

Principal

By 

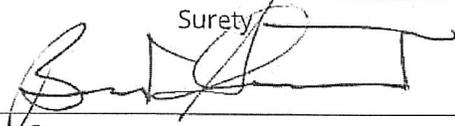
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

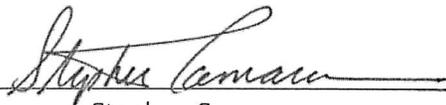
By 
Deputy City Attorney

Harco National Insurance Company

Surety

By 
Bart Stewart, Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

2400 E. Katella Way, Suite 250

Local Address of Surety

Anaheim, CA 92806

Local Address (City, State) of Surety

(714) 602-9170

Local Telephone No. of Surety

Premium \$ 21,175.00

Bond No. 0774761

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0774761

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 25, 2020

A00982

Irene Martins, Assistant Secretary

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

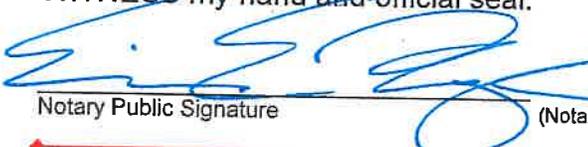
County of San Diego }

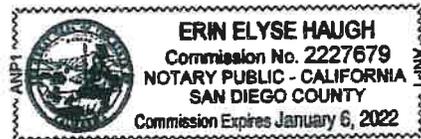
On 09/29/2020 before me, Erin Elyse Haugh, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart
 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.


 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Plans, details, notes, and specifications for the construction of the Island Avenue Mini Park, including demolition, grading, paving, retaining walls, stepped wall construction, shade shelter, play structures, safety surfacing, picnic tables, new drinking fountain, sidewalk and R/W improvements, planting, irrigation systems, drainage and other park amenities.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41169-1-D** through **41169-25-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**
3. **CONTRACT TIME:** The Contract Time for completion of the Work including the Plant Establishment Period, shall be **220 Working Days.**

ATTACHMENT B
RESERVED

ATTACHMENT C
RESERVED

ATTACHMENT D
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING AND URBAN DEVELOPMENT (HUD)
FUNDING AGENCY PROVISIONS

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

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

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

	<u>Goal</u>
1. Minority Participation:	16.9%
2. Female Participation:	6.9%

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

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

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

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

2. EQUAL OPPORTUNITY CLAUSES:

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

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

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

3.1. The Contractor is required to comply with the 15 "Standard Federal Equal Employment Specifications" in section 3.2 below and also located in 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000.

3.2. Standard Federal Equal Employment Specifications.

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d) Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance

Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities
 - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union

referral process has impeded the Contractor's efforts to meet its obligations.

- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 3.3.** Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or

single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

5.1. Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:

1. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

7.1. The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

7.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.

7.3. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.

- 7.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 7.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
8. **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.
- 8.1. **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.
- 8.1.1. 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.
- 8.1.2. 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.

- 8.2. 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.
- 8.3. 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.
- 8.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 8.4. 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.
- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. 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.
- 8.7. 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.”
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that

underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 8.9. 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.
- 8.9.1.** 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.
- 8.9.2.** 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.
- 8.10. 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.
- 8.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.
- 8.12. 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:
- 8.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

8.12.2. 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).

8.12.3. 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 8.11. above. (Labor code section 1773.3).

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

General Decision Number: CA20200001 04/17/2020

Superseded General Decision Number: CA20190001

State: California

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

County: San Diego County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020
4	04/17/2020

ASBE0005-002 09/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$	43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

BRCA0004-008 11/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 38.21	17.44

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

CARP0409-008 08/01/2010

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

CARP0547-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 42.34	19.17
(2) Commercial Building....	\$ 37.11	19.17
(3) Heavy & Highway.....	\$ 42.21	19.17
(4) Residential Carpenter..	\$ 29.69	19.17
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 48.71	19.17
PILEDRIVERMAN.....	\$ 42.34	19.17

CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 22.95	18.85
Drywall Stocker/Scrapper...	\$ 12.50	12.27
(2) All other work		
Drywall Installer/Lather...	\$ 32.00	17.63
Drywall Stocker/Scrapper...	\$ 12.50	12.27

ELEC0569-001 06/03/2019

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 50.81	3%+13.63
Electrician.....	\$ 50.06	3%+13.63
Electricians: (All Other Work, Including 4 Stories Residential)		
	Rates	Fringes
Cable Splicer.....	\$ 45.75	3%+14.88
Electrician.....	\$ 45.00	3%+14.88

ELEC0569-004 08/26/2019

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 32.95	13.02

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

ELEC0569-005 08/26/2019

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 32.95	13.02

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use

furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

 ELEC0569-006 10/01/2018

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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 32.44	8.67
Utility Technician #2.....	\$ 27.05	8.51

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

 ELEC0569-008 06/03/2019

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 34.69	7.65
-		

 ELEC1245-001 01/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 58.09	19.74
(2) Equipment specialist (operates crawler tractors, commercial motor		

	Rates	Fringes
vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 46.40	18.55
(3) Groundman.....	\$ 35.47	18.17
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.40	34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25

	Rates	Fringes
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU

side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

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

Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar

types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

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

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

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

to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2019

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 32.92	19.54
Group 2.....	\$ 33.60	19.54
Group 3.....	\$ 34.31	19.54
Group 4.....	\$ 35.11	19.54
Group 5.....	\$ 37.04	19.54
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	17.87
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 29.53	17.87

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

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

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

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

GROUP 4: Asphalt raker, luterman, ironer, apshalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench

bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2019

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 32.00	18.28

LABO0089-004 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 34.04	19.54
Group 2.....	\$ 34.50	19.54
Group 3.....	\$ 34.91	19.54
Group 4.....	\$ 35.75	19.54
Group 5.....	\$ 39.02	19.54

LABORER CLASSIFICATIONS

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

floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock

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

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

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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

LABO0345-001 07/01/2019

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 44.05	18.42
GROUP 2.....	\$ 43.10	18.42
GROUP 3.....	\$ 39.56	18.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

LABO1414-003 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

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

PAIN0036-001 07/01/2019

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

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

PAIN0036-010 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 35.69	17.10
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 25.11	17.06

PAIN0036-012 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 44.55	17.06

PAIN0036-019 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.27	17.24

PLAS0200-005 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

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

PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	21.12
GROUP 2.....	\$ 27.99	21.12
GROUP 3.....	\$ 30.07	21.12

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 54.63	22.16
Plumber and Pipefitter		

	Rates	Fringes
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

 PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 40.23	18.08

 PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter.	\$ 34.40	23.05
Sewer & Storm Drain Work....	\$ 34.40	23.05

 ROOF0045-001 07/01/2019

	Rates	Fringes
ROOFER.....	\$ 34.25	9.10

 * SFCA0669-001 04/01/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.57	24.10

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 40.94	28.51
Except Camp Pendleton.....	\$ 38.94	28.51
Sheet Metal Technician.....	\$ 29.25	8.87

SHEET METAL TECHNICIAN - SCOPE:

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

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

10. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968:

- 10.1.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- 10.2.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 10.3.** The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 10.4.** The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 10.5.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors and Subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

11. FEDERAL LABOR STANDARDS PROVISIONS:

APPLICABILITY: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions (Office of the Secretary of Labor 29 CFR 5) are included in this Contract pursuant to the provisions applicable to such Federal assistance.

SECTION A.

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Federal Agency or its designee shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)** **(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or, owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Federal agency or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than

permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination; Debarment.

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

8. Compliance with Davis-Bacon and Related Act Requirements.

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

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

- (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)..
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B. The provisions of this section B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Contract Work Hours and Safety Standards Act.

- (i) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (ii) **Violation; Liability For Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (B)(1)(i) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in subparagraph (B)(1)(i) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (B)(1)(i) of this section.

- (iii) Withholding For Unpaid Wages And Liquidated Damages.** The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(1)(ii) of this section.
- (iv) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section.

- 2.** In addition to the clauses contained in Section B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION C.

1. Compliance Verification.

- (i)** The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. Use Standard Form 1445 (SF 1445) or equivalent documentation

to memorialize the interviews. Copies of the SF 1445 are available from the funding agency upon request.

- (ii) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the Recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in subsection (ii) and (iii) above.
- (v) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the funding agency DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

12. AGENCY SPECIFIC PROVISIONS:

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

12.1. CDBG HUD Requirements:

12.1.1. Affirmative Good Faith Effort Steps shall include the steps listed at 24 CFR 85.36(e)(2), set forth below:

1. Placing qualified DBE business enterprises on solicitation lists;
2. Assuring that DBE business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by DBE business enterprises;
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the Subcontractors to take the affirmative steps listed in this section.
7. See "DBE Potential Resources Centers" Section in these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

13. DBE POTENTIAL RESOURCES CENTERS:

13.1. Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.

13.2. For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers. Do not write to these sources

13.3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 15 Working Days prior to Bid opening and solicitation to DBE subcontractors at least 10 Working Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.

13.4. Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.

13.5. If DBE sources are not located, explain why and describe the efforts made.

- 13.6.** The Contractor shall send invitations to at least 3 (or all, if less than 3) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of "good faith" efforts shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
- 13.7.** A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 13.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: http://dsbs.sba.gov/dsbs/search/dsp_d_sbs.cfm ¹
San Francisco, CA 94105	Bid Notification: https://eweb1.sba.gov/subnet/common/dsp_login.cfm ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	(415) 744-7415
Minority Business Development Agency	Website:
555 Montgomery Street	http://www.mbda.gov/ ³
San Francisco, CA 94111	RE: Business Development Centers

- 13.9.** State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program ⁴	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	DBE Database: www.dot.ca.gov/hq/bep/find_certified.htm

Name and Address	Telephone and Web Site
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	<u>Directory:</u>
San Francisco, CA 94102-3298	https://sch.supplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp

Notes:

1. The Contractor shall use the SBA’s Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder must provide a copy of all search records for items of work made available with GFE documentation.
2. Contractor shall use SUB-Net to post subcontracting opportunities. Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Bidder **must** provide copy of the Display Solicitation Record identifying the date solicitation notice was posted with GFE documentation.
3. Contractor may use MBDA web portal to post subcontracting opportunities. If utilized, the Contractor shall post subcontractor opportunities at least 30 Calendar Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Bidder must provide a copy of all search records for items of work made available with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

14.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days after the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid non-responsive and reject it.

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

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, (7TH FLOOR) MS 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. K-20-1897-DBB-3-A

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

15. FORMS:

15.1. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms:

15.1.1. The following forms shall be completed and submitted within **4 Working Days after the Bid Opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Form AA61 List of Work Made Available
2. Form AA62 Summary of Bids Received
3. Form AA63 Good Faith Effort List of Subcontractors Solicited

FUNDING AGENCY PROVISIONS

FORMS

LIST OF WORK MADE AVAILABLE

List items of the Work the Bidder made available to DBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 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.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

1-2 TERMS AND DEFINITIONS. To the “WHITEBOOK”, items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

- 43. **Field Order** -A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, “EXTRA WORK” or 2-9, “CHANGED CONDITIONS”. A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
- 56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
- 69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
- 102. **Walk-through**- An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the “WHITEBOOK”, item 54, “Normal Working Hours”, ADD the following:

The **Normal Working Hours** are **7:00 AM** to **4:00 PM**.

To the “WHITEBOOK”, ADD the following:

- 108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
- 109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
- 110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

1-7.1.3 Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.

- b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

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 **40%** of the base Bid.

3-8.4 Supporting Information. To the "WHITEBOOK", ADD the following:

- 4. **Operations and Maintenance Manuals.** Prepare and deliver to the Resident Engineer within ten calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:

Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

In addition to the above-mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

3-8.6 Manufacturer's Operation, Maintenance, and Warranty Instructions. To the "GREENBOOK", ADD the following:

Play Equipment Warranty

The Contractor shall provide the following warranties for the play equipment as follows:

100-YEAR LIMITED WARRANTY

On all PlayBooster, PlayShaper and PlaySense or approved equal aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evo and Weevo steel posts and arches or approved equal against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

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

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.

8-YEAR LIMITED WARRANTY

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

3-YEAR LIMITED WARRANTY

On all other parts, i.e.: CableCore products, swing seats and hangers, grills, Mobius climber handholds, Wiggle Ladders, Chain Ladders and Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun gliders, PVC belting material, HealthBeat hydraulic cylinders, Seesaws, Wiggle Ring Bridge, etc. or approved equal, against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the play structures and/or equipment are erected to conform with manufacturer installation instructions and maintained according to the maintenance procedures furnished by manufacturer.

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) Geotechnical Investigation, Island Avenue Mini Park, Island Avenue, San Diego, CA prepared for Estrada Land Planning December 7, 2017 Project No. G2208-42-01.

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

<https://filecloud.sandiego.gov/url/islandavecontractdocs>

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 (via City Consultant Surveyor)".
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 (via City Consultant Surveyor).

1. Monument Perpetuation, including mark-outs, will be performed by the City Engineering Support & Technical Services Division's (ESTS), Land Survey Section (LSS), unless otherwise noted. You are responsible for requesting the coordination of these services.
 - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the LSS, via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.

2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City or a City consultant surveyor:
 - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.
 - b) Locating or establishing geodetic control points for all site feature or structure locations.
 - c) Produce topographic as-built data.
 - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
 - e) Verifying structure finish grade elevations.
3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

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.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.

- e) Provide all tools which are permanent parts of the equipment installed in the Project.
- f) Provide and properly identify all keys for construction and all keys for permanent Work.
- g) Provide all final Special Inspection reports required by the applicable building Code.
- h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
- i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
- j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions

pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.

4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.

3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost.
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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) Shade Structure – Welding inspections.
 - b) Play equipment – Assembly and safety inspections.
 - c) Rubber resilient surfacing – Safety inspection.
 - d) Decorative Fencing – Welding inspections.
 - e) Handrails and Guardrails – finish and safety inspections.
 - f) Structural wall reinforcing, sizes and concrete design mixes for footings and grout.
 - g) Concrete Walls
 - h) Concrete Formwork
 - i) Masonry
 - j) Soil

4-3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

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

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

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

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

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

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

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.

5-4.2.5 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% of this Contract value of the Work plus 15% 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 thereunder 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 which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles 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% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein 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, 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 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 herein.

5-4.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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 Commercial Automobile Liability Insurance.

5-4.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

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 which 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 in accordance with this Contract, 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 such partial 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 pay for all 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.

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 30 Days prior to any material change to the policies of insurance provided under this Contract.

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

5-4.11

Workers’ Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, 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 the requirements of this section.

2. Limits for this insurance shall be not less than the following:

<u>Workers’ Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

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

5-4.11.1

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.

5-10.2.1

Public Notice by Contractor. To the “WHITEBOOK”, items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 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. Verbal and written notifications 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 Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

3. 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:

a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.

- b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

5-15.17

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

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1

Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the "Cash Flow Forecast Example" at the location below:

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

To the "WHITEBOOK", ADD the following:

3. 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".

6-1.5.2

Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2

Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2

Extensions of Time. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4

Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Island Avenue Mini Park Improvements**, Project No. **L-16000.2**, 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.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.

7-3.2 Partial and Final Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.

- f) Required EOC Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
- g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

- 2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The City will pay 6% annually for late progress payments.
- 2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
- 3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
- 4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.5.1

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

- 2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

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 Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

- 2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
- 3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
- 4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
- 5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
- 6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

SECTION 200 – ROCK MATERIALS

200-1.1

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

Rock products shall be derived from a single source and of the same stock to ensure uniformity of material. Physical samples shall be submitted for each rock product per Greenbook Sections 200-1 "Rock Products" and 200-2 "Untreated Base Materials" for approval by the City. Samples shall illustrate full variety of the color range and size for each item specified. When a rock product is specified for varying range sizes, a sample and/or

representative photo shall be provided for each size range. Photos shall be taken of the actual product to be furnished.

200-1.2.1 General. To the "GREENBOOK", ADD the following:

Rock for top-seeded rock area as shown on plan, shall comply with the following:

Product: Mesa Buff
 Manufacturer: KRC Rock, or approved equal
 800-572-7625
 krcrock.com
 Thickness: As indicated on the plans.
 Nominal Size: 6" – 9" Diameter
 Color Range: Mixes of grays, tans and soft reds.
 Sample: 1/8 Cubic Yard, See

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-1.1.2 Concrete Specified by Class and Alternate Class Table. MODIFY the following items/ changes to WHITEBOOK Table 201-1.1.2:

<u>Type of Construction</u>	<u>Concrete Class</u>	<u>Max. Slump</u> (With Certified Truck Ticket)
Concrete Pavement (not integral with curb)	560-C-3250	4-inch
CIP Concrete Wall footings	560-B-3250	4-inch

201-1.1.3 Concrete Specified by Special Exposure. To the "GREENBOOK", ADD the following:

The retaining wall footings and site improvements shall be a Type V Moderate Exposure Mix with a measurement of 658-CME-4500P per Table 201-1.1.3 of the Greenbook. Install per Section 303-1.2 "Subgrade for Concrete Structures".

ADD:

201-1.2.7 Concrete Sealers. Concrete Sealer shall conform to the following specifications:

Product: Cementone Clear Sealer, or approved equal
 Manufacturer: L. M. Scofield Company
 1-800-800-9900
 www.scofield.com
 When to Apply: After concrete has FULLY cured, ~ 28 days.
 Surface Preparation: Power wash clean of compounds, oil, and debris. Allow surfaces to DRY completely.
 Spray Applicator
 Guidelines: Airless Spray: 1500-2500 psi with 0.013-0.015-inch fan tip.
 HVLP Spray: 5-40 psi with 1.3-1.5mm tip.

Dried Color:	Clear gloss
Coating:	Uniform
Coverage:	(First Coat) 300-400 Sq. Ft/Gal. (Second Coat) 600-800 Sq. Ft/Gal.
VOC Content:	Meet ASTM C 309 Requirements < 100g/L (0.82./gal.)
Second Coat:	Per manufacturer recommendations.
Drying Time:	Min. 12 hrs foot traffic, 72 hrs hard wheel traffic
Temperature:	Apply above 45°F, Store from 45°F - 120°F
Shelf Life:	2 Year, Opened 1 month

Concrete Sealer shall be designed for application on interior/ exterior natural concrete and integral colored concrete of variable architectural finishes. Sealer shall be suitable for freshly placed (CIP or PIP) or existing concrete with little to no alteration of concrete color. When dry, sealed surface shall resist staining from other construction materials and common food products. Sealer shall be slip resistant.

A brushed, rolled, or sprayed method of application shall leave the finish surface with adequate wet and dry slip resistance. The method of application shall be approved by the City.

Sealer shall leave no visible material between the concrete surface and sealer. The sealer shall be absorbed and locked into the pores surfaces and installed per manufacturer's directions.

Contractor shall apply sealer per product data bulletin.

Sealer shall be applied to half of all concrete mockups 28 days after curing time for review of performance and adherence to finishes.

ADD:

201-1.2.8 Surface Retarder. For non-slip finished concrete, the retardant shall be a water-based, top-surface retarder available in 11 depths of etch. Product shall be ideal for poured-in-place flatwork with etch selections ranging from simulated light acid wash or sand blast finish to full exposure of 1-1/4" aggregate. Surface retarder shall comply with the following specifications:

Product:	Top-Cast or approved equal.
Manufacturer:	Dayton Superior 1-877-2663-7732 www.daytonsuperior.com
Etch Depth:	Acid Etch - 03 Violet
Surface Preparation:	Protect surrounding features not to receive etching solution. Protect during application and removal.

When to Apply:	Apply uniformly to wet concrete after the evaporation of initial bleed water.
Spray Applicator:	Low-pressure sprayer (plastic)
Precautions:	Protective clothing, gloves, and eye protection. Use with adequate ventilation.
Coating:	Thoroughly mix prior to application. Apply uniform coating over entire concrete surface until a complete hiding coat is applied. Do not apply too sparingly.
Pigment:	Product is pigmented for visibility of application.
When to Remove:	Varies based on concrete mix, site conditions, finishing technique. As early as 4 hours, up to 16 hours; Fast-setting concrete mixes or warmer weather, especially for lightest etches, wash away same day for best results. Early conditions-wash away with hose and brush. Normally wash away the next day using pressure washer and/or brush. Do not wait too long to remove Top Cast as concrete will eventually harden.
Coverage:	200-300 Sq. Ft/Gal.
Clean-up:	Water
VOC Content:	Meet ASTM C 309 Requirements < 100g/L (0.82./gal.)
Drying Time:	1-2 hours after application
Shelf Life:	5-gallon size unopened, 2 Years from manufacture date. Discard opened product.
Test Panels:	Provide test panel using accepted concrete matrix and similar project conditions.

201-2.2.1. Reinforcing Steel. To the "GREENBOOK", ADD the following:

Epoxy Coated Reinforcing Bars shall meet ASTM A934 Standard Specification for Epoxy Coated Reinforcing Bars for Oceans and Other Severer Environments. Epoxy Powder shall also meet ASTM A884, ASTM A775, ASTM A1078, ASTM D3963, AASHTO M284, and AASHTO M254, except flexibility.

ADD:

201-2.5 Tie Wire. Tie wire shall be 16 gauge, black annealed.

ADD:

201-2.6 Reinforcing Supports. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations as indicated on the plans.

ADD:

201-2.7 Dowel. Dowels shall be sections of deformed steel reinforcing rod in sizes and lengths as indicated on the plans. Dowels shall be provided in locations where resilient paving sub-slab abuts existing or new concrete curbs, where concrete curbs abut new concrete walkways, at expansion joints, and anywhere else as indicated on the plans. Provide dowels at the on-center spacing as indicated on the plan, centered vertically within the concrete slab section, with a minimum of two dowels abutting into any adjacent slab sections.

Epoxy coated doweling shall meet ASTM and AASHTO Standards outlined in SSP section 201-2.2.1 "Reinforcing Steel."

SECTION 202 – MASONRY MATERIALS

ADD:

202-2.2.1 Retaining Wall - Precast Concrete Masonry Units (CMU). Concrete Masonry Wall Units shall conform to the following specifications:

East and West Retaining Walls

CMU Color/Finish:	8x8x16 'Wheat', Precision, or approved equal
Cap Unit:	Size and color to match.
Manufacturer:	ORCO Block Co. or approved equal
Grout filled:	Yes, type per Section 202-3 GREENBOOK
Color Mix:	Integral
Minimum Strength:	4,000 psi Compressive Strength
Warranty:	5-year, See manufacturer's Warranty - Precast Concrete Products
Installation:	Per Plans and Manufacturer's recommendations.

ADD:

202-4 WATERPROOFING FOR MASONRY WALLS. Waterproofing shall be a fluid-applied membrane consisting of a rapid-curing, high-solids, VOC-compliant modified polyurethane waterproofing membrane applied to form a minimum 60 mil membrane. The material shall be a 'roller' viscosity for ease of application.

Protection Board: Protection board to separate waterproofing from backfill shall be a .25"-thick HDPE dimple drainage protection board, 'Armor Drain 110 Drainage Mat' by Marflex or approved equal. Board shall come with attached geotextile fabric for protection of board from backfill material.

SECTION 206 – MISCELLANEOUS METAL ITEMS

206-1.1.1 General. To the "GREENBOOK", ADD the following:

All raw steel stock for steel fabrication shall be true, free of warping, smooth, and consist without pitting, spalls, blemishes, burs, or corrosion. Steel shall be consistent with the ASTM Steel Standards rating for the products intended use.

Standard Steel Sizing and ASTM rating for each steel component shall be clearly illustrated on all shop drawings for review by the City.

Contractor shall submit a full-scale mock-up (segment) of structural steel features, including key fabrication and attachment of steel members by welding or mechanical attachment methods compliant with the design, standards and requirements as stated on the plans. The mock-up submittal shall be a complete demonstration of the fabrication and finishing of the steel feature and will be reviewed and evaluated accordingly with the plans.

206-5 METAL RAILINGS.

206-5.1 Metal Hand Railings Materials. To the "GREENBOOK", ADD the following:

Handrails shall be fabricated in accordance with SSP 206-1.1.1, galvanizing SSP 210-3 and powder-coating SSP 210-6. Contractor shall provide shop drawings for review and approval. Installations and fasteners shall be vandal-proof. All posts shall be embedment mounted into a cast in place concrete footing, size per plans. Field welding will not be allowed as it may compromise powder-coat finishing.

Contractor shall submit a full-scale mock-up (segment) of metal hand railing features, including key fabrication and attachment of steel members by welding or mechanical attachment methods compliant with the design, standards and requirements as stated on the plans. The mock-up submittal shall be a complete demonstration of the fabrication and final finish of the metal hand railing feature and will be reviewed and evaluated accordingly with the plans.

ADD:

206-5.2 Guard Rails Materials. To the "GREENBOOK", ADD the following:

Guard Rails shall be fabricated in conformance with Section 206-5 'Metal Railings'.

206-6.1 General. To the "GREENBOOK", ADD the following:

All chain link fence steel framing parts shall be galvanized, and vinyl coated to match fabric color.

206-6.3 Chain Link Fence Fabric. To the "GREENBOOK", ADD the following:

All chain link fabric shall be galvanized, and vinyl coated (Green) per the standard specifications.

206-6.6 **Fittings.** To the "GREENBOOK", paragraph (1), DELETE in its entirety and SUBSTITUTE with the following:

All required fittings and hardware shall be galvanized, and vinyl coated to match vinyl - coated fencing fabric.

206-6.8 **Repair of Damaged Coatings.** To the "GREENBOOK", paragraph (1), sentence (2), DELETE in its entirety and SUBSTITUTE with the following:

All galvanized coating on any fence framing and fabric materials of fittings which have been abraded, stripped, gouged, nicked, or otherwise damaged in a manner which exposes the galvanized steel or other materials beneath the galvanized coating, shall be treated with zinc galvanizing compound, or shall be removed and replaced with new materials at the Contractor's expense as directed by the Resident Engineer.

ADD:

206-8 **DECORATIVE FENCE.**

206-8.1 **Decorative Fence Materials.** Decorative fence materials shall conform to the dimensions and design intent as indicated on the plans and shall be in accordance with fabricated steel per Section 206-1.1.1 "General", hot-dip galvanizing per Section 210-3 "Galvanizing" and powder-coating per Section 210-6 "Powder Coating". Contractor shall provide shop drawings for review and approval. Installations and fasteners shall be vandal-proof and methods indicated on shop drawings for review and approval. All posts shall be embedment mounted into a cast in place concrete footing, size per plans. Field welding will not be allowed as it may compromise to the powder-coat finish.

Contractor shall submit a full-scale mock-up (segment) of decorative fence features, including key fabrication and attachment of steel members by welding or mechanical attachment methods compliant with the design, standards and requirements as stated on the plans. The mock-up submittal shall be a complete demonstration of the fabrication and final finish of the feature and will be reviewed and evaluated accordingly with the plans.

SECTION 209 – PRESSURE PIPE

209-1.1.1 **General.** To the "WHITEBOOK", ADD the following:

2. 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.
3. Refer to AWWA C900-16 for all references to AWWA C905.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-3 GALVANIZING.

210-3.1 **General.** To the "GREENBOOK", ADD the following:

Prior to galvanizing of fabricated steel components or products, the fabricator shall provide clean-up of all welding spatter, imperfections, and sharp edges. Steel stock shall be free of any corrosion. The fabricated steel component or product shall then be bead blasted and pre-washed to ensure an abrasive raw steel surface is exposed for adhesion and free of any corrosion prior before entering the galvanizing bath. Galvanized coatings that are visibly uneven from outgassing shall be bead blasted down for a visually smooth appearance without exposing raw steel prior to powder coating operations.

210-3.5.3 **Zinc Dust Paint.** DELETE in its entirety and SUBSTITUTE with the following:

When zinc surfaces have small areas of abrasion which occur after shop application of zinc coating, zinc dust paint may be used to repair these areas when approved by the Engineer. The damaged area shall be thoroughly cleaned by wire brushing and traces of welding flux and loose or cracked zinc coating removed prior to painting. The cleaned area shall be painted with a minimum of 3 coats of an un-thinned zinc paint with a shiny finish to provide to provide a total minimum thickness of 4 mils. The zinc dust paint shall conform to requirements of ASTM A780, Annex A3, except that it shall have a 60 percent minimum dry film content of zinc dust by weight. The method of application shall be approved by the Landscape Architect.

Zinc Dust Paint shall conform to the following specifications:

Product:	Galvanized Coatings OE SHINY GALV #16-842 or approved equal.
Manufacturer:	Seymour of Sycamore 800-435-4482 www.seymourpaint.com
Dry Time:	5 minutes to touch 20 minutes to recoat
Temperature:	Apply when outside and steel surface temperature is from 50-90°F
Abrasion Resistance:	Good
Heat resistance:	250°F

ADD:

210-6 POWDER COATING.

210-6.1 **General.** All steel products or components shall be galvanized in accordance with Section 210-3 "Galvanizing" prior to powder coating. Powder coating shall be a polyester powder coating (harder). Polyurethane powder coating (softer) will not be accepted.

Powder coating shall have a minimum thickness of 2 - 3 mils (60 – 80 microns) and be electrostatically applied. Finished powder coating shall be substantially resistant to UV light

with minimal, if any, color fading covered under warranty for at least 5 years. Powder coating shall be free of bubbling, peeling, uneven application, and sharp edges; otherwise coatings will be considered defective.

Powder coating shall conform to the color(s) illustrated on the plans. (3) Physical color chip samples of the proposed powder coat color shall be submitted to the Engineer for approval prior to powder coating. The approved color chip samples shall be kept for record and means of color comparison of the final product(s). Powder coating inconsistent with the approved color chip samples or exhibit defective application will be grounds for rejection.

A touch up paint kit, matching the approved powder coat color, shall be provided for installation operations. Contractor shall coat all minor blemished incurred during installation operations. Major blemishes repair with touch up paint kit will not be accepted and will be grounds for rejection of the coating. The Resident Engineer shall have the sole discretion in determining "major" blemish repair.

Any fasteners which cannot be powder coated due to installation purposes, shall have a polyester urethane paint coating applied that matches the approved powder coat color chip. When applicable, (3) physical color paint chip samples shall be submitted together with the powder coat color samples for approval.

Colors shall conform to the following specifications:

Decorative Fence

Series/ Color:	49/55555 Bengal Green, or approved equal
Manufacturer:	TIGER Drylac U.S.A. Powder Coatings (909) 930-9111 www.tiger-coatings.us
Finish:	Satin
Gloss Level:	95 +/- 5
Minimum Standards:	AAMA 2604 (American Architectural Manufacturing Association)

SECTION 213 – ENGINEERING GEOSYNTHETICS

213-5 GEOTEXTILES AND GEOGRIDS. To the "GREENBOOK", ADD the following:

Permeable Geotextile Fabrics used for general separation, drainage and filtration of landscapes materials shall be inert to biological degradation, and resist naturally encountered chemicals, alkalis and acids.

Permeable Geotextile fabrics shall conform to the following specifications:

Product:	Mirafi 180N, or approved equal.
Description	Nonwoven Geotextile, N-Series

Manufacturer: TenCate Geosynthetics Americas
706-693-2226

www.tencate.com/amer/geosynthetics/default.aspx

Minimum Standards: Whitebook Table 213-5(A): NONWOVEN unless otherwise stated herein.

Grab Tensile Strength: ASTM D4632, 205 lbs (912 N)/ min. ave. roll value

CBR Puncture Strength: ASTM D6241, 500 Lbs (2224 N)/ min. ave. roll value

Permitivity: ASTM D4491, 1.4 sec-1 min.

Flow Rate: ASTM D4491, 95 gal./min./ft. sq.

Installation: Section 300-8 "Geotextiles for Drainage".

SECTION 218 – DETECTABLE WARNING TILES (DWT)

218-1 GENERAL. To the "WHITEBOOK", ADD the following:

2. Detectable warning surfaces shall contrast visually with adjacent walking surfaces either light-on-dark or dark-on-light. The material used to provide contrast shall be an integral part of the surface. (Sec. 11B-705.1.1.5)
3. Detectable warning surfaces shall be yellow conforming to FS 33538 of Federal Standard 595C. (Sec.11B-705.3)
4. Only DSA-AC detectable warning products and directional surfaces shall be installed as provided in the California Code of Regulations (CCR), Title 24, Part 1, Chapter 5, Article 2, 3 and 4. (Sec. 11B-05.3)

ADD:

SECTION 219 – SITE FURNISHING MATERIALS

219-1 SITE FURNISHINGS.

219-1.1 Trash and Recycle Receptacles.

219-1.1.1 Trash Receptacles.

Product: Santa Clara Series Side Opening Door Waste Container with Top or approved equal.

Model #: QSSC2651SDW

Description: Precast concrete square trash receptacle with concrete top, locking steel side door with hinges, 40-gallon plastic liner and key. (Q30SD, QSPL28B, SDKEY, ZSDCABLK-R, H-9381)

Integral Color: Adobe Taupe

Finish: Top – Smooth
Body – Light Sand Blast

Door: Brown

No. of units: (2)

Concrete mix: Standard (SRC)

Anti-Graffiti: None.
Attachment: Surface-mounted – epoxy in place
Manufacturer: Quick Crete Products Corp., Inc., or approved equal.
731 Parkridge Avenue
Norco, CA 92860
(951) 737-6240
www.quickcrete.com

219-1.1.2 Recycle Receptacles.

Product: Santa Clara Series Side Opening Door Recycle Container with Top, “recycle logo” inset and painted blue or approved equal.
Model #: QSSC2651SDW
Description: Precast concrete square recycle receptacle with concrete top, locking steel side door with hinges, 40-gallon plastic liner and key. (Q30SD/BL, QSPL28B, SDKEY, ZSDCABLK-R, H-9381)
Integral Color: Adobe Taupe
Finish: Top – Smooth
Body – Light Sand Blast
Logo Paint: QC Std Blue
Door: Brown
No. of units: (2)
Concrete mix: Standard (SRC)
Anti-Graffiti: None.
Attachment: Surface-mounted – epoxy in place
Manufacturer: Quick Crete Products Corp., Inc., or approved equal.
731 Parkridge Avenue
Norco, CA 92860
(951) 737-6240
www.quickcrete.com

219-1.2 Tables.

219-1.2.1 Rectangular Precast Concrete Picnic Table.

Product: One Piece Rectangle Picnic Table or approved equal.
Model #: QLMR72PT
Description: Single mold precast concrete rectangular picnic table.
Integral Color: Latte
Finish: Light Sand Blast
No. of units: (2)
Concrete mix: Standard (SRC)
Anti-Graffiti: None.

Attachment: Surface-mounted – epoxy in place
Manufacturer: Quick Crete Products Corp., Inc., or approved equal.
731 Parkridge Avenue
Norco, CA 92860
(951) 737-6240
www.quickcrete.com

219-1.2.2 Rectangular Precast Concrete Picnic Table – Accessible.

Product: One Piece Rectangle Picnic Table with Accessible Pull Up Spaces or approved.
Model #: QLMR102PTADA
Description: Single mold precast concrete rectangular picnic table with accessible pull up spaces.
Integral Color: Latte
Finish: Light Sand Blast
No. of units: (1)
Concrete mix: Standard (SRC)
Anti-Graffiti: None.
Attachment: Surface-mounted – epoxy in place
Manufacturer: Quick Crete Products Corp., Inc., or approved equal.
731 Parkridge Avenue
Norco, CA 92860
(951) 737-6240
www.quickcrete.com

219-1.3 Drinking Fountain. Drinking Fountain shall conform to the following specifications:

Model#: Model 3500 (Drinking Fountain), MTG.3500 (Mounting Plate)
Description: Barrier-Free Stainless-Steel Pedestal Fountain with Mounting Plate
Manufacturer: Haws Corporation, or approved equal
(775) 359-4712
hawesco.com
Type: Superior-duty "Hi-lo"
Pedestal: 12-gauge, Type 304 Stainless Steel, Vandal-resistant
Basins: 3/8" Thick Cast Stainless Steel
Finish: Pedestal and Basins, Powder-coated green, Glossy
Operation: Push-button with stainless steel valves with operating pressure from 30 to 90 psi, front-accessible cartridge, and low adjustment.
Waterways: 100% lead free
Bubbler Heads: Polished chrome-plated brass with integral basin shank, vandal-resistant waste strainers with top-down clean-out access.
GPM: 0.45
Access: Access door with heavy duty hinges and square key locks
Mounting: Integral bottom plate and stainless-steel mounting plate with integral 6" zinc plated anchors.

Contractor shall provide and install an extension of the supply line, from potable water line to new drinking fountain location. Contractor shall provide all supply line piping and fittings, drainage line piping and fittings, drain rock, soil separation fabric and other materials as listed on the drawing in locations indicated. Provide Type K copper piping and fittings from existing supply line to new drinking fountain. All work shall be installed in compliance with the local plumbing codes.

Contractor shall provide a drainage sump consisting of a perforated drain line wrapped in a filter fabric sock and surrounded with a 3/4" crushed rock bed, graded away from the drinking at locations and to the size indicated on the plans. Soil or media coverage above the sump drain line shall be 6" minimum unless otherwise specified.

219-1.4 **Pet Waste Station.** Pet Waste Station shall be 'Modern Dog Kit (Green)', by Pet Pick-Ups, or approved equivalent. Kit shall include a post-mounted "Modern Dog Dispenser" unit with stainless steel door lock, "Modern Dog Sign" stating 'Thanks for picking up after your dog!', "Modern Dog Receptacle" waste container with stainless door lock and galvanized steel liner. All unit locks shall be keyed to have same key and open all doors to all units on site. Install per section 319 "Site Furnishings Installation". Pet waste station shall be:

- Model No.: 00005-MD Kit or approved equal.
- Finish: Green powder coat finish by manufacturer
- No. of units: (1)
- Bags: 2 rolls of 200 Biodegradable pick up litter bags.
- Posts: Per complete package, 2" SQ Knock-out post
- Attachment: Post-mounted into CIP concrete footing
- Manufacturer: Pet Pick-Ups, Inc. (303) 443-8914
 P.O. Box 460547
 Denver, CO 80246
 www.petpickups.com

219-2 **PLAY AREA COMPONENTS – (2 - 12 years).**

219-2.1 **General:** 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, Tender Tuff coating, etc or approved equal. Colors shall be provided as indicated on the plans.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/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.

TenderTuff Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, 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 Fahrenheit (200 degrees Celsius). The finished coating shall be approximately .080" (2,03 mm) thick at an 85 durometer with a minimum tensile strength of 1700 PSI (11721,09 Kilopascals) and a

minimum tear strength of 250 pounds/inch (0.028 kilonewton meters). Standard colors are available all with a matte finish. (Brown only for HealthBeat).

ProShield Finish: All metal components with ProShield finish shall be thoroughly cleaned and phosphatized through a five-stage power washer. Parts are then thoroughly dried, preheated and processed through a set of automatic powder spray guns where a minimum .002" (0,05 mm) of epoxy primer is applied. A minimum .004" (0,10 mm) of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006" (1,52 mm). ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H

Flexibility (D522) pass 1/8" (3,17 mm) mandrel

Impact (D2794) rating minimum 80 inch-pounds (9.038 newton meters)

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

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

Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

Decks: 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 (.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.

Concrete Products:

1. 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.
2. 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.

Rotationally Molded Polyethylene Parts: 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.

Recycled Permalene® Parts: These parts shall be manufactured from 3/4" (19,05 mm) high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI (16547,42 Kilopascals) per ASTM D638. Available in a three-layer product with (2) .100" (2,54 mm) thick colored exterior layers over a .550" (13,97 mm) thick 100% recycled Black interior core.

Footings: Unless otherwise specified, the bury on all footings shall be 34" (864 mm) below Finished Grade (FG) on all in-ground play events/posts.

(PB) Play Booster General Specifications:

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" (1067 mm) above the deck height. All posts shall be ProShield or approved equal finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" (864 mm) 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.

Steel Posts: All steel PlayBooster posts are manufactured from 5" (127 mm) O.D. tubing with a wall thickness of .120" (3,04 mm) and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 106 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" (127 mm) outside diameter with a .125" (3,17 mm) wall thickness.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 106 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6005-T5 alloy. The arch shall be formed to a 21" (533 mm) center line radius to complement the 42" (1067 mm) 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" (2298,7 mm) clear span from the deck to the inside of the arch at the radius peak. Arches shall be ProShield finished to a specified color.

Clamps: All clamps are ProShield finished and, or approved equal, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" (9,53 mm) x 1 1/8" (28,58 mm) pinned button head cap screws (SST) and (2) stainless steel (SST) recessed "T" nuts. A 1/4" (6,35 mm) aluminum drive rivet w/stainless steel pin is used to ensure a secure fit to the post.

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

- 1) Offset hanger clamp assembly.
- 2) Deck hanger clamp assembly.
- 3) Hanger clamp assembly.

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

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

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 "T" 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.

Geoplex Clamps: All clamps shall be ProShield finished or approved equal and, unless otherwise noted, shall be fabricated from 7GA using .179" (4,54 mm) T316 stainless steel.

- Ultimate Tensile: 84,000 PSI
- Yield Strength: 25,000 PSI

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.

Steel-reinforced cables shall be Made of tightly woven, polyester-wrapped, six-stranded galvanized steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

PlayOdyssey Structural Frame: 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" (1168 mm) above the deck height. All posts shall be ProShield finished or approved equal to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" (1524 mm) 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 or approved equal 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 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" (.312") (7,92 mm) steel conforming to 1010 steel per ASTM A635 and welded to a 52" (1321 mm) steel post. Arms are secured to each ladder post with (4) 5/8" (15,88 mm) x 1 1/2" (38,1 mm) pinned button head cap screws thru (2) 1/4" (6,35 mm) flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" (127 mm) outside diameter with a .125" (3,17 mm) wall thickness. Post sleeve shall have 4.675" (118,75 mm) outside diameter with a .150" (3,81 mm) wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished or approved equal to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets.

Vibe® Handholds: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished or approved equal.

Vibe Roof: Rotomolded shell, with 12 GA (.105") HRPO steel sheet insert that is zinc plated then ProShield finished or approved equal.

Vibe Enclosures: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished or approved equal. 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.

219-2.2

5-12 Tot Lot Play Structure. 5–12 Tot Lot Play Structure shall be Drawing no. 411169-12-D (5-12 years) by Landscape Structures, Inc., or an approved equal,

5-12 Play Structure Components:

123284A - Wiggle Ladder 32"Dk DB

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).

Spacer Tube shall be made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Handhold Panel shall be Permalene or approved equal, color specified.

Chain: 4/0 Chain zinc plated. Finish shall be TenderTuff or approved equal, color specified.

Rail shall be Fabricated from 13/16" (20,64 mm) diameter x 27 15/16" (709,60 mm) long CRS solid bar stock with both ends tapped 3/8" (9,53 mm). Finish: TenderTuff or approved equal, color specified.

Offset Hanger Clamp Assembly shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Support shall be Fabricated from 1.315" (33,40 mm) O.D. RS-20 (.080" - .090") (2,03 mm-2,28 mm) galvanized steel tubing or approved equal.

148432A - Corkscrew Perm Handholds 40"Dk DB

Spacer Tube shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Handhold Panel shall be Recycled Permalene or approved equal, color specified.

Offset Hanger Clamp Assembly shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Corkscrew: Weldment shall be comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"-.090") (2,03 mm-2,28 mm) galvanized steel tubing. Finish: ProShield or approved equal, color specified.

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).

148434A - Loop Pole Perm Handholds 40"Dk DB

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Handhold Panel: Shall be Recycled Permalene or approved equal, color specified.

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Loop Pole: Weldment shall be comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"-.100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"-.090") (2,03mm-2,28 mm) galvanized steel tubing. Finish: ProShield or approved equal, color specified.

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).

158425A - Starburst Climber DB Only

Starburst Climber: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tube, 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm-2,28 mm) wall galvanized steel tube and 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield or approved equal, color specified.

Infill Panel: shall be Recycled Permalene or approved equal, color specified.

Footer: Shall be Fabricated from 2.375" (60,32 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing. Finish: ProShield or approved equal, color specified.

Clamps: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

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).

Barrier: Weldment shall be comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tube per ASTM A513 with 203 or 303 stainless steel welded inserts with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) tabs. Finish: TenderTuff or approved equal, color specified.

202625A - Crest Climber w/Permalene Handholds

Handhold Panel: Shall be Recycled Permalene or approved equal, color specified.

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).

Clamps: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Steel Clamp: Shall be Fabricated from of 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield or approved equal, color specified.

Support: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS40 (.130" - .140") (3,30 mm-3,56 mm) wall galvanized steel tubing, 3/8" (9,53 mm) thick stainless steel plate, and 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield or approved equal, color specified.

Cross Support: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS40 (.130" - .140") (3,30 mm-3,56 mm) wall galvanized steel tubing and 3/8" (9,53 mm) thick HRPO steel plate. Finish: ProShield or approved equal, color specified.

Net Clamp: Weldment shall be comprised of 1/4" x 1 3/4" (6,35 mm x 44,45 mm) HRPO flat steel and .375" (9,53 mm) stainless steel sheet. Finish: ProShield or approved equal, color specified.

Cable Assy.: (Cable) Shall be Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6063-T6 aluminum.

203845B - Seeker Climber w/Permalene Handholds Equal Decks Attached to 48"

Infill Panel: Shall be Recycled Permalene or approved equal, color specified.

Clamps: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

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).

Barrier: Weldment shall be comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) steel tube per ASTM A513 with 203 or 303 stainless steel welded inserts with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) tabs. Finish: TenderTuff or approved equal, color specified.

Support: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tube, and 1/4" (6,35 mm) HRPO flat steel. Finish: ProShield or approved equal, color specified.

Belt: Shall be .315" (8,00 mm) Thick mini rough top rubber belting with polyester fabric plys, black in color.

Net Clamp: Weldment shall be comprised of 1/4" x 1 3/4" (6,35 mm x 44,45 mm) HRPO flat steel and .375" (9,53 mm) stainless steel sheet. Finish: ProShield or approved equal, color specified.

Cable Assy.: (Cable) Shall be Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6063-T6 aluminum.

111231A - Triangular Tenderdeck

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).

Triangular Deck: Flange shall be formed from 12 GA (.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, or approved equal color specified.

Deck Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

121948A - Kick Plate 8" Rise

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).

Kick Plate: Shall be Fabricated from 11 GA (.120") (3,04 mm) HR flat steel. Finish: TenderTuff or approved equal, brown or gray in color.

121949A - Tri-Deck Kick Plate 8" Rise

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).

Kick Plate: Shall be Fabricated from 11 GA (.120") (3,04 mm) HR flat steel. Finish: TenderTuff or approved equal, brown or gray in color.

122197A - 90* Triangular Tenderdeck

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).

Triangular Deck: Flange shall be formed from 12 GA (.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 or approved equal, color specified.

Deck Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

152911A - Curved Transfer Module Left 32"Dk DB

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Panels: Shall be Permalene or approved equal, color specified.

Railings: Weldment shall be comprised of 1.125" (28,58 mm) O.D. x 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel 3/8" (9,53 mm) threaded inserts. Finish: TenderTuff or approved equal, color specified.

Clamps: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Step Support: Weldment shall be comprised of 1.660" (42,16 mm) O.D. RS-20 (.080" - .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 or approved equal, color specified.

Step Sections/Top Step Section: Formed from 12 GA (.105") (2,66 mm) HRPO sheet steel conforming to ASTM A1011. Standing surface is 24 3/8" (619,13 mm) wide x 14" (355,6 mm) deep and is perforated with 5/16" (7,92 mm) diameter holes. Finish: TenderTuff or approved equal, color specified.

Deck Support: Weldment shall be comprised of 3 1/2" (88,9 mm) O.D. RS-20 (.125") (3,17 mm) galvanized steel tubing and 3/8" (9,53 mm) O.D. x 5" (127 mm) long CRS rod. Finish: ProShield or approved equal, color specified.

Deck: Flange shall be formed from 12 GA (.105") (2,66 mm) HRPO sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes and measures 29" (737 mm) per (2) sides. Finish: TenderTuff or approved equal, color specified.

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).

115243A - Chimes Panel Above Deck

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Permalene Panel: Shall be One-color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

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).

Angled Panel Bracket: Weldment shall be comprised of .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 or approved equal, color specified.

Chimes: Shall be Fabricated from 6063-T832 aluminum. Finish: Anodized per Mil - A - 8625 type 2, class 1.

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

117957A - Periscope Panel Above Deck

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).

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Permalene Panel: Shall be Two color panel measures 35 5/8" (904,88 mm) wide x 41" (1041 mm) high, color specified.

Mounting Plate: Shall be Fabricated from formed 11 GA (.120") (3,04 mm) HRS. Finish: ProShield, red in color.

Angled Panel Bracket: Weldment shall be comprised of .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 or approved equal, color specified.

Periscope Assembly: Shall be Fabricated from an octagon 14 GA (.075") (1,91 mm) steel tube ProShield red with (2) 18 GA (.048") (1,22 mm) 304 stainless steel bright annealed (reflective finishes). Periscope rotates vertically and horizontally. Permalene: Hand-grip and lense covers are black in color.

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

120314A - Wire Barrier Above Deck

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).

90o Bracket: Shall be Formed from 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HRPO flat steel. Finish: ProShield or approved equal, color specified.

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Wire Barrier: Weldment shall be comprised of 5/8" (15,88 mm) solid steel vertical rails, 1 1/8" (28,58 mm) O.D. 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 and 1/4" (6,35 mm) diameter wire. Barrier has approximately 1 5/8" x 2 9/16" (41,28 mm x 65,02 mm) openings and measures 33 7/8"

(860,43 mm) wide x 39 13/16" (1011,22 mm) high. Finish: TenderTuff or approved equal, color specified.

173564A - Optigear Panel Above Deck

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Clamps: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Angled Panel Bracket: Weldment shall be comprised of .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 or approved equal, color specified.

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).

Optigear Panel Assy.: (Panels) Shall be Two color Permalene, color specified. (Poly Panel) .236" (5,99 mm) thick clear polycarbonate, 3/8" (9,53 mm) threaded rod and 3/16" (4,75 mm) SST plate or approved equal.

111362A - Talk Tube 40' Tubing Kit PB

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).

Hose Clamp: Band and housing shall be made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.

Talk Tube Hose: Shall be Made from 1.75" (44,45 mm) O.D. HDPE conduit.

111363A - Talk Tube At Grade Mounted DB Only

Bug Screen: Shall be Weave .011 (0,28 mm) Ga. charcoal fiberglass screen.

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).

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Talk Tube: Weldment shall be comprised of 1.600" (42,16 mm) O.D. RS20 (.085" - .095") (2,16 mm-2,41 mm) galvanized steel tubing, 14 GA. (.079") (2,00 mm) cold rolled steel sheet zinc plate, and 3/16" (4,75 mm) HRPO steel sheet. Finish: ProShield or approved equal, color specified.

Talk Tube Cover: Shall be One-color Permalene, Tan in color or approved equal.

111404W - 156"Steel Post DB

Post: See PlayBooster (PB) General Specifications.

111404F - 108"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404E - 116"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404D - 124"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404C - 132"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

111404A - 148"Alum Post DB

Post: See PlayBooster (PB) General Specifications.

No Material Spec for 154883F

154884A - CoolToppers Single Post Pyramid Roof DB Only

Extension Arms: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS-20 (.095"-.105") (2,41 mm-2,66 mm) galvanized steel tubing, 1/4" (6,35 mm) steel plate and 1/4" (6,35 mm) diameter carbon steel J-hooks. Finish: ProShield or approved equal, color specified.

Clamp: Weldment shall be comprised of 1/4" x 3" (6,35 mm x 76 mm) HRPO flat steel and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield or approved equal, color specified.

CoolTopper Shade Top: Shall be Heavy duty, 62.9 mils (1.6 mm) thick professional grade shade fabric for tensioned structures and other shade applications. Made from UV stabilized HDPE monofilament and tape yarns. Specialized lock stitch knit for more air movement and better channeling of cooling breezeways. Constructed to block up to 97.7% of harmful UV sun rays. Fade and tear resistant, will not crack, rot or fray. Tensile strength warp 142.75 lbs. weft 560.67 lbs. Tear strength warp 42.03 lb. and weft 80.70 lbs. Burst pressure 507.63 PSI. Remove fabric when wind speed is expected to exceed 90 mph and snow load is expected to exceed 5 psf, per International Building Code (IBC) 2009.

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).

182503C - Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

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).

Sign Panel: Panel shall be fabricated from 1/8" (.125")(3,17 mm) aluminum plate. Finish: ProShield or approved equal, gray in color. (Sign) Digital image is transferred to a 1/8" (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

Post: Weldment shall be comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield or approved equal, color specified.

122033A - SpyroSlide 72"Dk DB

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).

Entrance Deck: Flange shall be formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes and measures 31 3/4" (806,45 mm) wide x 36 27/32" (935,81 mm) long. Finish: TenderTuff, color specified.

Exit Support: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm-2,66 mm) galvanized steel tubing and 1/4" (6,35 mm) thick zinc plated HRPO flat steel. Finish: ProShield, color specified.

Slide, Hood & Barriers: Shall be Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Handbar: Shall be Formed from 7/8" (22,23 mm) O.D. x 11 GA (.120") (3,04 mm) black steel tubing. Finish: TenderTuff, brown in color.

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

Rail: Shall be 1 1/8" (28,58 mm) O.D. 6061-T6 aluminum extrusion with 5/16" (7,92 mm) walls. Finish: ProShield, color specified.

Barrier Plates: Shall be Fabricated from 1/4" x 1 1/2" (6,35 mm x 38,1 mm) zinc plated HRPO flat steel. Finish: ProShield or approved equal, color specified.

Center Column: Shall be Fabricated from 3.500" (88,9 mm) O.D. RS-20 (.120" - .130") (3,04 mm-3,30 mm) galvanized steel tubing. Finish: ProShield or approved equal, color specified.

148426B - Firepole Perm Handholds 72"Dk DB

Spacer Tube: Shall be Made from 6061-T6 aluminum 7/8" (22,23 mm) O.D. x 1 11/16" (42,85 mm). Finish: ProShield or approved equal, color specified.

Firepole: Weldment shall be comprised of 1.900" (48,26 mm) O.D. RS-20 (.090"- .100") (2,28 mm-2,54 mm) galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS-20 (.080"- .090") (2,03 mm-2,28 mm) galvanized steel tubing. Finish: ProShield or approved equal, color specified.

Handhold Panel: Shall be Recycled Permalene or approved equal, color specified.

Offset Hanger Clamp Assembly: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

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).

219-2.3

Swing Set.

Swing Set Structure Components:

No Material Spec for 001195.

182504B - Welcome Sign Ages 2-12 years Direct Bury

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).

Sign Panel: Panel shall be fabricated from 1/8" (.125") (3,17 mm) aluminum plate. Finish: ProShield or approved equal, gray in color. (Sign) Digital image is transferred to a 1/8" (.125") (3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.

Post: Weldment shall be comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield or approved equal, color specified.

174018A - Belt Seat ProGuard Chains for 8' Beam Height

Bolt Link: shall be Stainless Steel or approved equal.

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).

Belt Seat: Shall be Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") (0,74 mm) spring stainless steel sheet and (4) .105" (2,67 mm) thick stainless-steel washers. The belt seat elliptical shape measures 7" (178 mm) wide x 26" (660 mm) long x .700" (17,78 mm) thick.

Chain/ProGuard: Shall be Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard or approved equal.

176038A - Full Bucket Seat ProGuard Chains for 8' Beam Height

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).

Full Bucket Seat: shall be Made of U.V. stabilized high-quality black rubber encapsulating a 24 GA (.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.

Chain/ProGuard: shall be Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard or approved equal.

177332A - Single Post Swing Frame 8' Beam Height Only

Post: See PlayBooster (PB) General Specifications.

Half Clamp: Shall be Cast aluminum. Finish: ProShield or approved equal, color specified.

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).

Beam: Weldment shall be comprised of 2.375" (60,33 mm) O.D. RS-40 (.130" - .140") (3,30 mm-3,56 mm) galvanized steel tubing, 3" (76 mm) wide zinc-plated steel clamps and 1 1/4" (31,75 mm) housings w/bronze bushings. Finish: ProShield or approved equal, color specified.

219-2.4 Product Compliance Verification. At time of ordering the equipment, the Contractor shall verify with the manufacturer that play equipment meets current safety and access guidelines and requirements. The playground components and design were designed to comply with the ADAAG Final Rule for Play Areas (<http://www.access-board.gov/play/finalrule.txt>, and <http://www.access-board.gov/play/guide/guide.pdf>). The contractor shall verify current compliance prior to ordering the equipment.

219-3 RESILIENT RUBBER SURFACING. Playground resilient rubber surfacing shall be 'Tot Turf Supreme' Poured-in-Place Playground Surfacing or approved equal. Rubber surfacing is manufactured by Robertson Industries Inc, and represented locally by Tot Turf, (760) 809-1875.

DESCRIPTION

Poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffing's which will make up the Cushion Layer. The Cushion Layer is capped with Thermal Plastic Vulcanized (TPV) rubber granules mixed with a polyurethane binder creating the Wear Course. The surfacing shall comply with ADA and CPSC guidelines as well as ASTM Standards. Surfacing shall be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.

219-3.1 **Applicable Standards.** ASTM International:

- ASTM C1028 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 D2047.
- ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension.
- ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

TPV material shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between .5-1.5mm. Binder shall be not less than 15 percent of the total weight of TPV material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.

219-3.2 **Certified installers.** 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 training facility, as applicable.

219-3.3 **Submittals.** The following submittals shall be provided by the Contractor to the City for review and approval:

- a) One original hard copy of the submittal package. Additional hard copies available by request.
- b) Manufacturer's descriptive data and installation instructions.
- c) Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems, and edge details.
- d) A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-09 for a head-first fall from the highest accessible portion of the specified playground equipment.

- e) 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.
- f) Upon request, 2-inch X 3-inch (60mm x 80 mm) samples of the proposed material for this project.
- g) IPEMA certification.
- h) Third party test results of tensile strength equal to or greater than 170psi and elongation yield equal to or greater than 180%.

219-3.4 Materials.

1. CUSHION LAYER SECTION.

- a) Impact Attenuating Cushion Layer: Cushion Layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material.
- b) Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length. Cushion material may have 10% SBR Ambient Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D 5644 and a fiber content of .1% or less mixed in.
- c) Foam or standard rubber granules are not to be permitted in Cushion Layer
- d) Binder shall be between 10-14 percent of the total weight of the material and shall provide 100 percent coating of the particles.
- e) The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

2. WEAR COURSE.

- a) Wear Course shall consist of Thermal Plastic Vulcanized (TPV) granules with an Aliphatic binder formulated to produce an even, uniform, seamless surface up to 2000 square feet.
- b) TPV shall be angular granules with a (Shore A) hardness of 65°A ±5 and particle size between 0.5mm to 1.5mm. Binder shall be not less than 15 percent of total weight of TVP material used in the wear surface, and shall provide 100 percent coating of the particles. No other granule sizes are acceptable.
- c) Thickness of Wear Course shall be a minimum ½ to 5/8-inch (minimum 1/2-inch, 12.7 mm).
- d) The Wear Course shall be porous.

3. BINDER.
 - a) No Toluene Diphenel Isocyanate (TDI) shall be used.
 - b) No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
 - c) 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)
 - d) Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original Aliphatic quality.

4. COLOR.
 - a) Selected from Manufacturer's Color Chart and shown on the plans.

219-4 **PREFABRICATED SHADE STRUCTURE.** The Prefabricated Shade Structure shall conform to the following specifications:

Project Name/JN: Island Avenue Mini Park
 Shelter Model #: 14' x 33.25' Barrel Vault Style Shelter with Mega-Rib roof panels
 Manufacturer: ICON or approved equal
 Order Contact: Chad Barry
 Unique Recreation Consultants, Inc.
 1804 Garnet Avenue #478
 San Diego, CA 92109
 (951) 541-8380
 www.uniquerecreationinc.com
 www.iconshelters.com

Material, color
 & finishes: Per 219-4.7 Materials
 Installation: Per 319-5

219-4.1 **Description of Product.**

- A. ROOF SLOPE: Curved Roof
- B. Minimum Clearance Height (MCH): 8.0 in ft. Minimum clearance height under the structure indicates the lowest height of the tie beam from finish grade for clearance under the structure.
- C. 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 assembly.

219-4.2

Reference Standards.

- 1) AISC - American Institute of Steel Construction Manual of Steel Construction.
 - a) AISC Steel Construction Manual – 14th edition
 - b) AISC 360-10 Specification for Structural Steel Buildings
- 2) ASTM - American Society for Testing and Materials.
 - a) ASTM A36/A36M – Standard Specification for Carbon Structural Steel; 2008
 - b) ASTM A325 – Standard Specification for Structural Steel Bolts, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010
 - c) ASTM A563 – Standard Specification for Carbon and Alloy Steel Nuts; 2007a
 - d) ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a
 - e) ASTM A653/A653M – Standard Specification for Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvanealed) by the Hot Dip Process; 2010
 - f) ASTM A792/A792M – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process: 2010
 - g) ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 50 and 105 ksi Yield Strength; 2007a
- 3) AWS - American Welding Society.
 - a) D1.1
 - b) D1.3
 - c) D1.8
- 4) LEED - Leadership in Energy and Environmental Design.
- 5) OSHA - Occupational Safety and Health Administration Steel
- 6) Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
- 7) PCI - Powder Coating Institute.
- 8) SSPC - The Society for Protective Coatings.
- 9) ISO – International Organization for Standardization

219-4.3**Submittals.**

A. Submit 4 sets of submittal drawings and 2 sets of calc books, both signed and sealed by a Professional Engineer licensed in the State of CA.

B. Product Design Requirements.

The building shall meet the following design requirements as shown on the drawings:

- a. Building Code: CBC 2016.
- b. Ground Snow Load: 20 PSF
- c. Basic Wind Speed (V): 85 mph Exp 'C'
- d. Seismic Design Category: D
- e. Live Load: 20 p.s.f.

C. Submittal Requirements.

Calculations and Submittal drawings shall include, at a minimum:

Calculations.

- a. References to building codes and design manuals used for calculations.
- b. Identification of lateral force resisting system.
- c. Formulas used for determining snow, wind, and seismic loads to specific project location.
- d. Three-dimensional modeling input, model geometry, and analysis results.
- e. Member design results and controlling load combinations.
- f. Connection design for structural bolts, welds, plate thicknesses, and anchorage to the foundation.
- g. Foundation designs shall include the required combinations of gravity and lateral loads.

Submittal Drawings.

- a. Anchor bolt layout.
- b. Foundation design.
- c. Three dimensional views of frame.
- d. Member sizes and locations.
- e. Structural connection details, including bolt sizes and plate thicknesses.
- f. Roof trim and connection details for installation clarity.

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) Owner shall provide site specific soils information for proper foundation design, if that data is not provided the foundation will be design for the minimum soil values allowed by code.

219-4.4 Quality Assurance. Not Used.

219-4.5 Field or Site Conditions.

- 1) Foundations shall be at the same elevation unless specifically noted otherwise on the 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.
- 3) Anchor bolts shall be installed per the dimensions and orientation shown on the drawings.

219-4.6 Manufacturer Warranty.

- 1) Shelter shall have a (10) year limited warranty on steel frame members.
- 2) Shelter shall have a (10) year limited warranty on paint system.
- 3) Pass through warranty of Metal Roof manufacturer shall be provided upon request.

219-4.7 Materials.

General.

The pre-engineered package shall be pre-cut unless otherwise noted and prefabricated which will include all parts necessary to field construct the shelter. The shelter shall be shipped knocked down to minimize shipping expenses. Field labor will be kept to a minimum by pre-manufactured parts. Onsite welding is not necessary.

- 1) REINFORCED CONCRETE.
 - a) Concrete shall have minimum 28-day compressive strength of r 4,500 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
 - b) Reinforcing shall be ASTM A615, grade 60.
- 2) STEEL COLUMNS.
 - a) Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".

- b) Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).
- 3) STRUCTURAL FRAMING.
- a) Hollow Structural Steel tube minimum ASTM A500 grade B, "1" beams, tapered columns or open channels shall not be accepted for primary beams. Frame will have a STANDARD finish. Color chosen from manufacturer's standard color chart: Even flow White.
- 4) COMPRESSION MEMBERS.
- Compression Rings of structural channel or welded plate minimum ASTM A36 or compression tubes of structural steel tube minimum ASTM A500 grade B shall only be used.
- 5) CONNECTION REQUIREMENTS.
- a) Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
 - b) Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
 - c) Structural fasteners shall be hidden within framing members wherever possible.
 - d) No field welding shall be required to construct the shelter.
 - e) All welds shall be free of burrs and inconsistencies.
 - f) Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
 - g) Manufacturer shall provide extra structural and roofing fasteners.
- 6) ROOFING MATERIALS.
- a) PRIMARY ROOF DECK – MEGA-RIB METAL ROOFING.
 - b) Roofing shall be 24-gauge ribbed galvalume steel sheets, with ribs 1 1/2" tall and 7.2" on center. Ribs shall run with the slope of the roof for proper drainage.
 - c) Roof surface shall be painted with Kynar 500 to the manufacturer's standard color:
 - d) Evergreen. Ceiling surface shall be a "wash coat" primer.
 - e) Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
 - f) Metal roofing trim shall match the color of the roof and shall be factory made of 26-gauge Kynar 500 painted steel.
 - g) Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected.

Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.

- h) Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
 - i) Roof peak cap shall be pre-manufactured.
 - ii) Manufacturer shall supply painted screws and butyl tape.

7) FINISHES.

STANDARD E-COAT FINISH.

- a) Steel shall be cleaned, pretreated, and finished at a facility owned and directly supervised by the manufacturer.
- b) Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
- c) Parts shall be pretreated in a 3-stage iron phosphate or equal washer.
- d) Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
- e) Topcoat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
- f) Finish shall not have any VOC emissions.
- g) Sample production parts shall have been tested and meet the following criteria:
- h) Salt spray resistance per ASTM B 117/ ASTM D 1654 to 10,000 hours with no creep from scribe line and rating of 10.
- i) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
- j) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking, 75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).
- k) The manufacturer shall be PCI 4000 S Certified.
- l) Exposed fasteners for frame and ornamentation shall be powder coated to match structure.
- m) Colors per Project Number / Order Number.
 - i) Posts / framework: Evenflow White
 - ii) Rooftop: Evergreen

SECTION 300 - EARTHWORK

300-1.1 **General.** To the "Whitebook", ADD the following:

10. Clearing and grubbing shall include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.
11. In addition, clearing and grubbing shall include, but not limited to the following items as shown on the plans and specified herein:
 - a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of legally at a site obtained by the Contractor.
 - b) Removal and disposal of pipe, steel posts, rubble, miscellaneous concrete and any additional items not specifically mentioned which may be found within the work limits and beneath the ground surface as a result of grading or trenching operations connected with the construction of project improvements.
 - c) Furnishing and applying water.
 - d) Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pull boxes, posts.
 - e) The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.
 - f) Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
 - g) Any asphalt pavement and concrete footing material removed during clearing operations should be properly disposed at an approved off-site facility.

300-2 **UNCLASSIFIED EXCAVATION.**

300-2.2 **General.** To the "GREENBOOK", ADD the following:

In general, the undocumented fill and topsoil's vary in thickness from 1.5 feet to greater to 7 feet. The undocumented fill and topsoil shall not be used as fill to support the proposed structure and/or structural fill and shall be removed and recompacted within structural improvement areas as indicated herein and in the Geotechnical Investigation Report, 'Island Avenue Mini Park, Island Avenue, San Diego, California', dated 12/07/2017.

The upper 3 feet of all pads (cut or fill) shall be composed of properly compacted or undisturbed low expansive formational soils. Fills soils with a high expansion potential (if encountered) shall be placed in the landscape areas and properly compacted or off hauled. Low expansive soil is defined as those soils that have an expansion potential less than 50 as defined in accordance with CBC Section 1802.5.3. The geotechnical consultant shall determine the suitability of onsite soil.

300-2.9 Payment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for all expansive topsoil will be included in the Bid item for "**Excavate and Export (Expansive Soil)**" and shall be made at the contract unit price per cubic yard. Payment for expansive topsoil shall include compensation for excavating, sloping, rounding tops and ends of excavations, loading, disposing of surplus material, stockpiling, and hauling to its final location.

Where required by the Plans or the Special Provisions, or where directed by the Engineer, the excavating and stockpiling of selected materials will be included in the Bid item for "**Excavate and Export (Expansive Soil)**". Removing such selected material from the stockpile and placing it in its final position will also be paid for at the Contract Unit Price. The contractor may stockpile material; however, no separate payment will be made for excavating material from an option stockpile and placing it in its final position.

No separate payment will be made for excavating topsoil temporarily stockpiled along the top of slopes and placing it in its final position on the slope for erosion control planting work, whether or not required by Contract Documents or the Engineer.

300-4.1 General. To the "GREENBOOK", ADD the following:

The suitability of unclassified excavation as fill material shall be as described a described herein and in accordance with the geotechnical report.

ADD:

300-12 EARTHWORK FOR PARK IMPROVEMENTS.

300-12.1 Soil and Excavation Characteristics.

- 1) Soils shall be tested by the geotechnical engineer for suitability of soils as fill material prior to placement to avoid premature corrosion of underground pipes and buried metal in direct contact with soil. Any corrosive soils found shall be removed from the site or covered by a minimum of 3-feet by acceptable fill soils or topsoil.

300-12.2 Temporary Excavations.

- 1) Temporary excavations shall be constructed in conformance with OSHA requirements. The onsite fill soil shall be considered Type B soil in accordance with OSHA requirements. The San Diego Formation shall be considered Type A. Shoring

shall be installed in accordance in accordance with applicable OSHA codes and regulations.

300-12.3 Grading.

- 1) All grading shall be performed in accordance with the Grading Ordinance of the City of San Diego and the *Recommended Grading Specifications* contained herein Section 300-12 'Earthwork for Park Improvements'. All earthwork shall be observed, and all fill tested for proper compaction by the geotechnical consultant. The contractor shall notify the Resident Engineer when the grading operations starting so that the geotechnical consultant can be present.
- 2) A pre-construction meeting shall be held at the site with the grading and underground contractor, civil engineer, geotechnical engineer, City of San Diego personnel, and representatives from the Landscape Architect. Special soil handling and/or grading can be discussed at that time.
- 3) Earthwork shall be observed by and tested by the geotechnical consultant. The contractor shall inform the Resident Engineer when grading operations have started.
- 4) Abandoned buried utilities and foundations shall be removed and the subsequent depressions and/or trenches filled with properly compacted material as part of the remedial grading.
- 5) Existing undocumented fill and topsoil in areas planned to receive structural improvements shall be removed until dense formational soil is exposed and replaced as compacted fill. The actual extent of unsuitable soil removals shall be determined in the field by the geotechnical consultant.
- 6) At the base of removals and areas to receive fill, the ground surface shall be scarified to a depth of at least 12 inches, moisture conditioned to slightly higher than the optimum moisture content and recompacted to a minimum of 90 percent of maximum dry density in accordance with ASTM D 1557.
- 7) Expansive topsoil shall be placed outside of structural improvement areas or at least 3 feet below finish grade and/or off hauled. The expansive clay soils shall not be placed at grade in structural improvement areas or used as wall backfill. Low expansive soil is defined as those soils that have an Expansion Index of less than 50 as defined in accordance with CBC Section 1802.5.3.
- 8) All fill shall be uniformly moisture conditioned to optimum moisture content or slightly above and shall be placed in 6 to 8-inch thick loose layers and compacted to a relative compaction of at least 90 percent.
- 9) The upper 3 feet of all pads (cut or fill) shall be composed of properly compacted or undisturbed low expansive formational soils. Fill soils with a high expansion potential (if encountered) shall be off hauled or placed in the landscape areas and properly compacted.

- 10) Imported fill soil, if required, shall consist of granular materials with a low expansion potential (EI less than 50) and shall be compacted as indicated herein and on the project plans.
- 11) The Resident Engineer shall be notified by the contractor of any import soil source. Import soil shall be tested prior to its arrival at the site to determine its suitability as fill material.
- 12) The geotechnical consultant shall provide adequate testing and observation services so that they may assess whether, in their opinion, the work was performed in substantial conformance with these specifications. It shall be the responsibility of the Contractor to assist the geotechnical consultant and keep them apprised of work schedules and changes so that personnel may be scheduled accordingly.
- 13) The Contractor shall provide adequate equipment and methods to accomplish the work in accordance with the applicable grading codes or agency ordinances, these specifications, and the approved grading plans. If, in the opinion of the geotechnical consultant, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, adverse weather, result in a quality of work not in conformance with these specifications, the Consultant shall reject the work and recommend to the City that grading be stopped until the unacceptable conditions are corrected.
- 14) **Finish Grading.**
 - a) Finish grades shall be measured at the top surface of materials.
 - b) The Contractor shall take every precaution to protect and avoid damage to underground utilities during grading and conditioning operations.
 - c) The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.
 - d) Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward drainage facilities, and catch basins or water courses.
 - e) Final grades shall be acceptable to the Resident Engineer. Grading operations shall conform to these grading specifications herein.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIAL

301-2.1 General. To the "GREENBOOK", ADD the following:

Class II Aggregate Base shall be installed per this Section 301-2 "Untreated Base".

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

Payment for Class II Aggregate Base shall be included in the lump sum Bid Item for "Construction of Park Improvements" and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified in the Standard Specifications, these Special Provisions and as directed by the City Engineer.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1.1 General. To the "GREENBOOK", ADD the following:

This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:

- a) Masonry CMU Units with CMU Cap

303-1.11.1 Payment. To the "GREENBOOK", DELETE and REPLACE with the following:

Payment for concrete structures shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and shall include the complete structural section, reinforcing, subgrade preparation, compaction, form work, and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore.

303-4.1.5.1.1 Payment. To the "GREENBOOK", DELETE and REPLACE with the following:

Payment for masonry construction shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and shall include the complete structural footing section, reinforcing, subgrade preparation, compaction, formwork, and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore.

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

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

7. This work shall consist of preparing the area on which the concrete work is to be placed, which may include preparation of sub-grade, removal of tree roots, and placement of base materials in accordance with these Specifications and as shown on the plans. The following types of miscellaneous concrete items are included:

- a) Standard Concrete Paving installed per section 303-5.5.3 "Walk".
- b) ADA Accessible Ramps installed per section 303-5.5.5 "Alley Intersections, Access Ramps, and Driveways".

303-5.5.3 Walk. To the "GREENBOOK", paragraph (1), DELETE in its entirety and SUBSTITUTE with the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge at a maximum of 1.5 percent perpendicular to the edge of paving, unless otherwise shown on the plans.

After final troweling all walk surfaces shall receive a uniform light broom finish with a stiff fiber broom perpendicular to the edge of the walk, verify direction with City. Upon final curing walk surface shall meet or exceed a static coefficient of friction of .6 wet and approximately .8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving.

303-5.9 Measurement and Payment. To the "GREENBOOK", DELETE and REPLACE with the following:

Payment for sidewalk, concrete paving, curb & gutters, and miscellaneous concrete items per SSP section 303-5.1.1 "General" shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and shall include the complete structural section, reinforcing, subgrade preparation, compaction, formwork, and all specified finishes, admixtures, sealants, etc. and no other payment allowed therefore. The payment shall be segregated to conform with the bid items indicated on the bid schedule and may include the miscellaneous concrete items listed in section 303-5.1.1 "General".

ADD:

303-9 WATERPROOFING FOR MASONRY WALLS.

303-9.1 Installation. The work in this section includes requirements for membrane waterproofing of concrete and masonry walls, including drain board protection material. The extent of the waterproofing shall include the horizontal surface of footings and vertical surfaces of footings and walls.

Materials shall be delivered in manufacturer's original, unopened packaging with labels attached. Materials stored outside shall be covered with a tarpaulin. Any material damaged shall be removed from the project area and replaced with new materials.

Material shall be applied as shown on the drawings and in compliance with the manufacturer's recommendations. The materials shall be applied at temperatures above 40° f, unless specifically listed for application below 40° f.

Concrete shall be cured a minimum of seven days before waterproofing application. Lightweight structural concrete shall have dried a minimum of 14 days.

All surfaces that will receive membrane shall be cleaned with a broom, vacuum cleaner, or air hose to remove dust, dirt, loose aggregate, or other foreign materials prior to installation. Surfaces to receive the waterproofing system materials must be smooth, dry, and free of dust, dirt, loose aggregate, or other foreign materials. Surfaces shall be free of

voids, spalled areas, loose aggregate, and sharp protrusions. Any surfaces that are not structurally sound and that have voids, protrusions, rough spalled areas, loose aggregate, or exposed coarse aggregate shall be repaired. All grease, oil, and other contaminants shall be removed.

Smooth brick or block shall have joints struck off flush before applying membrane. Rough walls shall use a well-adhered plaster coat to create a smooth surface.

A compatible primer of the same manufacturer as the membrane shall be applied as direct by manufacturer. Only the area which can be covered with membrane in the same working day shall be primed. Areas primed and not covered with membrane within 24 hours shall be re-primed.

Waterproofing membrane shall be applied vertically in sections of 8 feet in length or less. On walls higher than 8 feet, two or more sections with the upper section overlapping the lower shall be applied. Side laps shall be a minimum of 2-1/2 inches and end laps should be a minimum of 5 inches. A hand roller shall be used to firmly press in the material as it is placed on the vertical surface.

Waterproofing membrane and protection board shall be applied to the face of footing, top of footing and face of wall on all sides which will be below grade.

A protection board of expanded polystyrene or drainage panel shall be placed on foundation walls and retaining wall vertical surfaces to protect the surface from damage.

Contractor shall be responsible for repairing any damage, leaks, or related damage attributable to his installation of operations. Installation shall be guaranteed leak free for a period of one year.

Payment for Waterproofing for Masonry Walls shall be included in the price for retaining walls and shall include full compensation for furnishing all items of work necessary to construct new Waterproofing for Masonry Walls, including but not limited to: substrate preparation, membrane installation, protection board installation, labor, materials, and all other incidentals, etc. No additional compensation for this work shall be allowed.

ADD:

303-10 CAST-IN-PLACE CONCRETE WALLS.

303-10.1 Mock-ups. Contractor shall provide mock-ups for each concrete wall type shown on the plans, providing a representative sample of the wall jointing and wall finish, complete and in place with veneers, caps, or other features, including anti-graffiti coatings per specs. Wall mock-ups shall be reviewed and approved by City Resident Engineer and Landscape Architect prior to construction of the final wall improvements.

ADD:

303-11 CONCRETE CURBS.

303-11.1 Concrete Mow Curb Installation. Concrete Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-2500, cast in place using smooth forms set to provide the straight lengths as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be light broom finish with trowelled edge, radii as indicated on the plans. Mow curb height shall be set to be flush with the adjacent finished grade.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-7.8.2.1 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

- a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
- b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

ADD:

306-8.5.4 High Deflection Coupling.

- 1. High deflection couplings shall be constructed in accordance with the Plans and Reference Specifications. Working Drawings prepared by a Civil or Structural Engineer registered in the State of California shall be submitted in accordance with 3-8.2, "Working Drawings" for any proposed additional high deflection couplings not indicated on the Plans and Reference Specifications.

SECTION 310 - PAINTING

ADD:

310-6 ANTI-GRAFFITI COATING INSTALLATION.

310-6.1 Items to Receive Anti-Graffiti Coating. Anti-graffiti coating shall be NOT be applied to ANY concrete (nor masonry) cast in place constructed walls and site furnishings.

SECTION 319 - SITE FURNISHING INSTALLATION

319-1 GENERAL. All furnishing materials shall be delivered, stored, and handled to prevent damage. Install all factory-fabricated site furnishings in conformance manufacturer's specifications, instructions, and recommendations. Contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit.

All components shall be firmly and permanently affixed to concrete surfaces and/or footings to the satisfaction of the Resident Engineer. Tamper-resistant connectors and/ or epoxies shall be used to prevent theft.

Site furnishings shall be installed accurately in the correct orientation, location and relationship with other improvements shown on the plans. For surface mount and/or coil rod application, epoxy shall be placed between site furnishing and mounting surface. Epoxy shall be placed in marked out location prior to site furnishing being placed on top. No excess epoxy shall be visible (emerging) from the joint. All excess shall be cleaned from adjacent surface with no darkening and/ or staining of finished surfaces.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from installation work. Protect site furnishings from damage throughout construction work.

See construction plans and details for location and layout shall be performed in accordance with construction plans and details. Refer to Section 219 – Site Furnishings Materials, of these Special Provisions for model numbers of furnishings.

Anti-graffiti coating shall be applied per section 210-1.1.1.

319-1.1 Measurement and Payment. Payment for Site Furnishings shall be included in the lump sum Bid Item for “**Construction of Park Improvements**” and shall include full compensation for furnishing: all metal fasteners with pant and/or protective coating, expansion shields, adhesives, epoxy, labor, material, equipment, tools and incidentals required to complete the work specified and no additional compensation will be made therefore.

319-1.2 Additional Installation Provisions.

319-1.2.1 Trash Receptacle Installation. Contractor shall verify maintenance trash receptacle door orientation with Landscape Architect prior to securing in place.

Trash receptacles shall be installed 6-inches minimum from edge of hardscape and 10-feet minimum from seating areas.

319-1.2.2 Tables. All tables shall be installed so there is a 4-foot minimum clearance from the outside edge of seating surfaces to other furnishings, posts, and/or other vertical objects.

Accessible Tables. Accessible tables shall be located where finish floor surfaces have a maximum slope of 1.5%, both directions.

319-1.2.3 Drinking Fountain Installation. Drinking fountain shall be installed after completion of final grading and coordinate concrete paving area with drinking fountains mounting plate.

Drinking fountain, boxes and sump shall be located with proper layout prior to obtaining Engineer’s acceptance and installation.

Installation shall be plum, secure, and stable and in compliance with all local plumbing codes.

The contractor shall locate and connect to potable water source including trenching and waterline and check for leaks.

Sump installation shall include the excavation and placement of crush rock materials wrapped in filter fabric to the dimensions indicated on the plans. Layout of sump shall be provided with positive drainage away from the drinking fountain location.

319-1.2. Pet Waste Station Installation. Dispenser units shall be mounted on a galvanized 12 gauge cold rolled 8' length x 2-inch SQ steel channel post meeting ASTM A446 Grade A. Galvanizing shall be per ASTM A525. Post shall have 7/16 inches diameter holes spaced 1- inch o.c. +/- 1/8 inch and shall have no more variation in straightness than 1/16" in 3'. Corner radii shall be 5/32".

Posts shall be embedment mounted plumb into a cast in 8" dia x 26" depth Cast in Place concrete footings. Top of post shall be 6' above finish surface. Allow concrete to cure.

Attach the "Modern Dog Kit" components to 2" SQ steel channel in accordance with manufacturers recommended mounting heights, fasteners shall be galvanized steel and vandal resistant.

319-2 PLAY AREA & FITNESS COMPONENTS INSTALLATION.

319-2.1 5-12 Play Area and Swing Set Installation. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground and fitness equipment, structure, or modular unit.

Playground and Fitness equipment shall be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be Manufacturer-certified. Contractor shall contact a minimum of 48 hours in advance to have a CPSI certified County Inspector to inspect the play equipment and rubber surfacing prior to acceptance. Any non-conforming items shall be repaired or replaced before acceptance.

all factory-fabricated landscape furnishings shall be installed per manufacturer's specifications and recommendations. All components shall be firmly and permanently affixed to concrete base or footings to the satisfaction of the City and in conformance with the manufacturer's instructions. Anchor bolts cast into the concrete shall reinforce all attachments. Tamper-resistant connectors shall be used to prevent theft.

All equipment installations shall observe the manufacturer's recommended safety zones. Safety zones shall be completely contained in the resilient surfacing area.

Clean-up: the site shall be kept clean and free of tools, trash, debris, and installation materials on a daily basis. Material shall be stored on-site during installation with appropriate protective measures and approval by the City.

Close out: contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

319-2.2 Measurement and Payment. The 5-12-year-old play structure and swing set equipment shall be measured for payment by each structure complete and in place. Payment shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing each play structure unit, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the City.

319-3 RESILIENT RUBBER SURFACING INSTALLATION.

319-3.1 Delivery, Storage and Handling. Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

319-3.2 Site Preparation.

- 1) **Finished Grade/Slope.** The contractor shall Verify that finished elevations of adjacent areas are as indicated on the site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per, site or equipment plans while meeting accessibility and use zones requirements.
- 2) **Subbase.** Tolerance of concrete subbase shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Verify that subgrade has been fully compacted to 95 percent or greater.
- 3) **Curing of Concrete.** If poured in place surfacing is installed, the contractor shall verify that concrete Subbase has cured 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) **Drainage.** The contractor shall Verify that sub-surfacing drainage has been installed to provide positive drainage.

319-3.3 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 and completely bonded to concrete of subbase. Material shall cover all foundations and fill around all elements penetrating the surface.

Poured in Place surfacing shall be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommended temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product.

Immediate surrounding sites shall be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc. H. Sequencing and Scheduling: 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. Surface installation coordinated by a Robertson Industries, Inc. representative.

- 2) **Cushion Layer.** Whenever practical, 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 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- 3) **Wear Course.** Wear Course must be Thermal Plastic Vulcanized (TPV) granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to 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. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to 2,000 square feet per day. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration shall 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 topcoat 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 to the width and depth indicated on the plans, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive. Cushion layer shall be tapered at a 45° angle as indicated on the details to allow the color wear surface material to be poured into the key where it joins the concrete edge. Color wear layer shall be flush with adjacent finish surface with a hand tooled edge to the radius indicated on the plans.

- 5) **Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that 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. Contractor shall verify cushion layer to meet CPSC Guidelines and ASTM 1292 for fall heights for each piece of equipment.
- 6) **Clean Up.** Manufacturer's 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 owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.
- 8) **Manufacturer's Services.** For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

319-3.4 **Warranty.** Poured in place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited seven (7) year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product.

319-3.5 **Payment.** Resilient rubber surfacing shall be measured for payment by the square foot unit. Payment for resilient rubber surfacing shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved. The contract unit price paid per resilient rubber surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, concrete base, trench drainage systems and piping, and incidentals, and for doing all the work involved in providing the resilient rubber surfacing, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the Resident Engineer.

319-3.6 **Independent Play Audit.** The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing, and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard

Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.”

The Contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the Audit. The Contractor shall provide to the Park and Recreation Department, Landscape Architect, and Resident Engineer, written certification, signed by the certified playground safety inspector stating that the playground area, surfacing, and play equipment is in compliance with all current applicable accessibility and safety standards.

The cost of the play audit shall be included in the cost of the play equipment, and no additional payment shall be made.

319-4 PREFABRICATED SHADE STRUCTURE INSTALLATION.

319-4.1 Installers Storage and Handling.

- 1) The contractor shall protect building products after arrival at destination from weather, sunlight, and damage.
- 2) When unloading, the contractor shall 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.

319-4.2 Erection.

- 1) **Installation.** The contractor shall install all components according to manufacturer's installation instructions and these specifications. 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
- 2) **Tolerances.** Tolerances on structural steel members shall be 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 shall not and cannot be increased. No field slotting or opening of holes will be allowed without proper guidance from the ICON Engineering Department.
- 3) **OSHA Compliance:** 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.

319-4.3 **Field or Site Quality Control.** Field or Site Tests, where required, shall be required by the customer or by the City.

319-5 **Removable Bollards Installation.** Bollards shall be located where shown on the plans. Install bollards in accordance with manufacturer's instructions and recommendations. Install bollards plumb, accurately and in the correct orientation and relationship with the concrete paving as shown on the drawings.

The contractor shall install bollards / sleeves within thickened concrete paving areas at a minimum of 10" depth and coordinate locations of grout pockets per bollard manufacturer template. Coordinate installation of bollards with Concrete Sidewalk Contractor and/or installers of adjacent materials. Protect bollards during construction of paving work by covering with plastic or other protection.

The contractor shall perform cleaning during installation of the work and upon completion of the work. The contractor shall remove from site all excess materials, debris, and equipment. The contractor shall repair damage resulting from landscape furnishings work. The contractor shall protect the bollards from damage throughout construction work.

SECTION 400 – PROTECTION AND RESTORATION

400-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

5. Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

SECTION 401 – REMOVAL

ADD:

401-5.3 **Miscellaneous Materials.** Buried pavements and other materials, old subsurface pavements and other materials such as concrete planters, and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

ADD:

401-5.4 **Dust Control.** The Contractor shall take appropriate action to check the spread of dust to avoid the creation of a nuisance in the surrounding area. Do not use water if it results in hazardous or objectionable conditions, such as flooding, or pollution. Comply with all dust regulations imposed by local air pollution agencies.

SECTION 402 – UTILITIES

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

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

402-6 COOPERATION. To the “GREENBOOK”, ADD the following:

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

SECTION 600 - ACCESS

600-3 PEDESTRIAN ACCESS. To the “WHITEBOOK”, item 2, ADD the following:

- b) Contractor shall prepare and submit to the Resident Engineer a Pedestrian Access Plan indicating sidewalk closures, time frames of closures, fencing layout, safe routes and signage as part of the demolition and construction operations plan and items of first orders of work. It is intended that public access be maintained through the neighborhood at all times.
- c) The Pedestrian Access Plan must be reviewed and approved by the Resident Engineer prior to commencement of work.
- d) The public access and right-of-way shall be separated from the construction activities with construction fencing.

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

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the “WHITEBOOK”, item 3, subsection “d”, DELETE in its entirety and SUBSTITUTE with the following:

- d) Place “NO PARKING - TOW-AWAY ZONE” signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the “NO PARKING - TOW-AWAY ZONE” signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 700 – MATERIALS

ADD:

700-10 (Section 86-11) GENERAL ELECTRICAL REQUIREMENTS.

700-10.1 (86-11.01) Description. All electrical work shall be in conformance with the plans, and State, Federal and Local Electric Codes, SDG&E Standards and City of San Diego Park and Recreation Department Consultant's Guide to Park Design and Development Design Manual, 2011. Work includes, but is not necessarily limited to, providing site power systems as follows:

1. Complete electrical primary & secondary conduit systems, including all pull and all meter pedestals, handholes, splice boxes, pads, and other associated components.
2. All conduit and feeder conductors for site work components.
3. All site area lighting, including service and conduit together with related controls and photocells.
4. All required trenching, soil removal/replacement, compaction, and pavement repairs, to current City standards.
5. Payment of all permit fees, utility company installation charges, SDG&E service orders, engineering fees, relocation costs, and related charges, as applicable.

700-10.2 (86-11.02) Schedule - The Contractor shall obtain information and instructions from other Contractors on the site and other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them under this section so that provisions for their work can be made without delaying the project.

700-10.3 (86-11.03) Accuracy of Data - The electrical drawings are diagrammatic but shall be followed as closely as actual construction and work in other sections will permit. All deviations from drawings required to conform to site conditions and to the work of others, shall be made as directed.

700-10.4.1 (86-11.04) Submittals.

1. Materials List - Provide complete materials list of all proposed products, including catalog cuts of manufactured items.

700-10.5 (86-11.05) Quality Assurance.

1. Manufacturer shall have the capability to produce the specified products to the delivery and quantity criteria of the project.

700-10.6 (86-11.06) Guarantee – See specification section 3-13.3 "WARRANTY" for this work.

700-10.7 (86-11.07) Product Handling.

1. Protection - Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials, of all other trades.
2. Replacements - In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.

700-10.8 (86-11.08) Covering of Unreviewed Work - No work shall be covered, or enclosed, without review, testing, and/or approval by Engineer. Work enclosed or covered prior to review and test shall be uncovered at Contractor's expense. After review, retest for approval and repair with material necessary to restore to original and proper condition.

ADD:

700-11 (Section 86-12) ELECTRICAL COMPONENTS.

700-11.1 (86-12.01) Conduit.

1. Rigid Non-metallic Conduit - Heavy-wall rigid non-metallic conduit, where permitted, shall be Carlon or equal, PVC Schedule 40 manufactured in accordance with NEMA TC-2, UL-651 and WC 1094A specifications.

Conduit shall be delivered to site in standard lengths with each length bearing the manufacturer's trademark or stamp and U.L. Labeled.

Conduit shall be minimum 3/4 inch or larger in diameter.

All conduits shall contain equipment grounding conductors.

700-11.2 (86-12.02) Wire/Conductors.

1. All wire and cable shall be rated for 600 volts, be color-coded, shall bear the Underwriters' Label, and shall be brought to the job in unbroken packages.
2. Wire coding shall be in accordance with the provisions of Section 210-5 of the latest edition of the National Electric Code.
3. All conductors unless noted otherwise shall be copper, No. 12 AWG minimum size. All conductors shall be stranded. Insulation type, unless otherwise noted, shall be as follows:
4. Feeder conductors: Type THW, 75 Degrees C.
5. Fixture and branch circuit conductors: Type THHN/THWN: XHHW or RHH - minimum 90 degrees C, unless otherwise noted.
6. Acceptable Manufacturers: General Wire and Cable Corp., Okonite Wire and Cable Corporation, Southwire or approved substitute.

7. All branch circuit conductors shall be labeled with circuit numbers.
8. One neutral conductor for each phase conductor pulled.
9. For wire #10 AWG and smaller provide Buchanan connectors or approved substitute. For wire #8 AWG and larger provide T&B "Lock-Tite" connectors or equal.
10. All connections shall be taped with rubber tape 1-1/2 times the thickness of the conductor insulation, then covered with Scotch #33 tape, or equal.
11. Splices in underground distribution systems shall be made only in accessible locations such as handholes, with a compression connector on the conductor and by insulating and waterproofing by the following methods suitable for continuous submersion in water. Provide cast-type splice insulation by means of molded casting process employing a thermosetting epoxy resin insulating material applied by a gravity-poured method or by a pressure-injected method. Provide component materials of the resin insulation in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be moved until after the splicing material has completely set.

700-11.3 (86-12.03) Pull/Splice Boxes (Below Grade). All pull boxes shall be sized and constructed per serving utility requirements, using precast ring design for box. Provide cover lid as required for pedestrian or vehicular traffic condition, with bolted connections, and labeled with name of serving utility. All boxes shall be located 1" above grade in landscape areas and flush with pavement in paved or traffic areas.

700-11.4 (86-12.04) Site Lighting. Lighting fixtures and poles shall be per the schedule on the drawings or approved equal as accepted by the Engineer and shall include all accessories for a complete system. Provide #6 AWG connection from bollard ground lug to reinforcing of concrete footing base. All bollard light fixtures at the perimeter of site shall be 'full cut-off' per the ordinances as set forth by the City of San Diego.

700-11.5 (86-12.05) Other Materials. All other required materials shall be new, of highest quality for applicable use, and per approval of local agency, servicing utility, and City of San Diego.

SECTION 800 – MATERIALS

800-1.1.2 Class "A" Topsoil. To the "WHITEBOOK", item 4, subsection "e", DELETE in its entirety and SUBSTITUTE with the following:

- e) The test results shall provide the following information:
 - i. Date of Testing
 - ii. Project Name
 - iii. The Contractor's Name
 - iv. Source of Material and Supplier's Name
 - v. Estimate of Quantity Needed in Cubic Yards
 - vi. Soil Gradation
 - vii. Fertility

- viii. Heavy Metals
- ix. Soil Permeability in Inches per Hour
- x. Toxic Elements
- xi. Chloride Content
- xii. pH
- xiii. EcE (electrical conductivity)
- xiv. SAR (Sodium Absorption Ratio)
- xv. Organic Content by Dry Weight
- xvi. Carbon : Nitrogen Ratio
- xvii. Water-soluble Nutrient Levels
- xviii. Recommendations for adding amendments, chemical corrections, or both.

To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. The topsoil shall conform to the following agricultural suitability requirements:

pH	6.0 – 7.5
ECe (electrical conductivity)	0.0 – 3.0
SAR (Sodium Absorption Ratio)	0.0 – 5.0
Chloride Content	Less than 150 ppm
Boron Content	Less than 1 ppm
Organic Content	3% to 6% by dry weight
Carbon : Nitrogen Ratio	20:1 maximum
Sandy Loam Gradation Limit*	Gravel over 2mm: Less than 10% by weight Sand: 75% to 85% Sand finer than 100 mesh (0.15 mm): Less than 15% Sand finer than 60 mesh (0.25 mm): Less than 40% Sand larger than 32 mesh (0.5 mm): Minimum 15% Silt: 20% maximum Clay: 15% maximum
Permeability Rate**	2 inches to 5 inches per hour at 80% compaction

* Per USDA Classification Scheme.

** Tested in accordance with USDA Handbook Number 60, method 34b or other approved method.

800-1.2.4

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

1. Type 1 organic soil amendment shall be fully composted aerobic humus compost without the presence of malodorous decomposition products.
 - a) The organic matter content shall be at least 50% by dry weight.
 - b) Humus material shall have an acid-soluble ash content of no less than 6% and no more than 20%.
 - c) Acceptable products include, but are not limited to, composts, manures, mushroom composts, straw alfalfa, peat moss.
 - d) Products shall be low in salts, low in heavy metals, free from weed seeds, free from pathogens, and other deleterious materials.
 - e) Composted wood products are conditionally acceptable in which stable humus is present. Wood based products using redwood or cedar are not acceptable. Sludge based materials are not acceptable.
2. Type 1 organic soil amendment shall have the following properties:

pH	6.0 - 8.5
Salt Content	Less than 10 millimho/cm @ 25° C in a saturated extract
Boron	Less than 1 ppm
Silicon Content (Acid-Soluble Ash)	Less than 50%
Carbon : Nitrogen Ratio	Less than 20:1
Maximum Particle Size	0.5 inch with 80% passing a No. 4 (4.75mm) screen
SAR (Sodium Absorption Ratio)	Less than 5

800-1.2.6

Inorganic Soil Amendments. To the "WHITEBOOK", ADD the following:

3. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.
4. Soil conditioner shall be granular, tri-c humate plus, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% Sulphur.

ADD:

800-1.2.7 Herbicides and Pesticides. Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions. Herbicides and pesticides shall be applied by licensed applicators. The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the City.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the City.

800-1.4.1 General. To the "WHITEBOOK", ADD the following:

8. Contractor shall notify the City a minimum of 48 hours before each plant delivery so the City can schedule a review.
9. Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery. Provide nursery name and resume for review and approval prior to contract growing.
10. 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 Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan.
11. Quantities: Plant quantities indicated on the plans are for Contractor's convenience only. Quantities of all plant materials shall be furnished as needed to complete work as shown on the Plans.
12. The City 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 plans. Plants larger in size than specified may

be used with the approval of the 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.

13. Rejection or Substitution: The City 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 and installed 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 Resident Engineer.

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 City's written approval.

14. Right to Changes: The 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 (30) days before the planting operation has commenced.

800-1.4.2 Trees. To the "WHITEBOOK", ADD the following:

3. All trees (24" box) shall:
 - a) Be of the specified type and size as indicated on the Plans, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
 - b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

- c) Have a main leader branch and not a co-dominant branching structure, unless the tree is intended to be multi-trunk.
- d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

800-1.4.3 Shrubs. To the "GREENBOOK", ADD the following:

Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

Containers for shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

800-1.5.3 Tree Stakes. To the "WHITEBOOK", ADD the following:

- 3. Tree stakes shall be two (2) inch diameter lodge pole stakes, pointed on one end. For trees with container sized greater than 36" box shall utilize three (3) inch diameter lode pole stakes.

800-1.5.4 Tree Ties. To the "WHITEBOOK", ADD the following:

- 4. Ties shall be made of minimum 1-inch width material and shall be of suitable length to wrap the trunk caliper and prevent rubbing when installed in a 'figure 8' method around stake and tree.

ADD:

800-1.7 Perforated Pipe. Perforated pipe for tree drain: Shall be 4" Polyvinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-278. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

ADD:

800-1.8 Alternative Landscaping Materials.

800-1.8.1 Synthetic Turf System. Complete synthetic turf systems shall consist of a permeable geo synthetic liner per section 213-5, class II base per section 200-2.9, pre-manufactured porous rubber elastic pad under layer (herein referred to as PRE-Layer), tufted synthetic monofilament fibers with thatch zone with polyurethane backing, and cool reflect infill

layer. Only complete synthetic turf systems shall be considered for equivalents. See section 801-4.10 for installation.

800-1.8.1.1 Synthetic Turf. Synthetic turf shall conform to the following specifications:

- Product: Polyturf Greenfield System: Polyturf Royal Deluxe 80 oz with tan thatch, polyurethane backing, and porous rubber energy pad underlay (PRE-Layer) or approved equal
- Manufacturer: Polyturf, Inc.
1-800-288-0045
www.polyturf.com
Email: info@sustainablesurfacing.com
- Tolerances: plus/minus 10 %
- Guidelines: STC Minimum Guidelines criteria and has been tested accordingly by third party testing organization.
- Fiber: Cool Fiber SRI Value 33
- Material: Tufted Polyethylene, single-extruded MONOFILAMENT (without fibrillation, not-cut after extrusion) UV-resistant, color and light resistant.
- Color: Multi Green with Tan thatch
- Pile Height: Approx. 2" (+/- 1/8") inches
- Backing: Primary backing 1: 100 % PP – woven fabric, UV-stabilized
Primary backing 2: 100 % PP – stabilizing fabric
- Coating: Polyurethane, antibacterial and antifungal, waterproof
- Coating weight: Approx. 21 oz/sqyd
- Length/width of rolls: According to Polyturf® installation-plan (15' x 100')
- Installation-method: Polyturf Green Seam Glue one-component adhesive 12" Seam Tape
- Total height: Approx. 2-1/2" (+/-1/8" inches) (Turf and rubber underlay)
- Height of infill: Approx. 15mm (0.10 inches)
- Infill height of sand: Approx. 15 mm (0.10 inches)
- Minimum Standards: ASTM D3218: >244microns (monofilament) 157microns (Thatch)
 - ASTM D1577: 11,973 denier
 - ASTM D1907: 13,143 (Monofilament),
 - ASTM D1907: 5,731 (Thatch),
 - Machine Gauge: 1/4"
 - ASTM D5848: approx. 80 oz/ sqyd fiber weight

- ASTM D 2859: 8 of 8 passes Meets 16CFR 1630 FF1-70
- ASTM D 5848: 100% PP woven fabric, UV stabilized
- ASTM D 5848: total weight approx. 109 oz/sqyd
- ASTM D 1335: > 12 lbs. Tuft bind (without infill)
- ASTM G 154: No Color Change
- ASTM D 1876: Peel Adhesion: Will Not Separate
- ASTM D2256: Fiber Breaking Strength 22.19 lbs. force (Monofilament),
- ASTM D2256: Fiber Breaking Strength 14.21 lbs. force (Thatch),
- ASTM D2256: Ave Fiber Elongation 104.lbs. force (Monofilament)
- ASTM D2256: Ave Fiber Elongation 47.5 lbs. force (Thatch)
- ASTM D1907: Linear Fiber Denier 13,143 (Monofilament),
ASTM D1907: Linear Fiber Denier 5,731 (Thatch)
- ASTM D792: 0.96 (Monofilament), 0.93 (Thatch)
- ASTM F276@210 degree C: 2.25 mg/Kg (Monofilament)
- ASTM F276@210 degree C: 0.25 mg/Kg (Thatch)
- ASTM D5034: Grab Tear MD- 178.9 lbs. /force 51.9%
Elongation,
- ASTM D5034: Grab Tear CMD- 153.1 lbs. /force 31.3 %
Elongation,
- ASTM D5034 Grab Tear@5% MD-61 lbs. /force 5%
Elongation,
- ASTM D5034 Grab Tear @5%CMD- 66 lbs. /force 5%
Elongation
- ASTM C1028: COF .79 Dry / .49 Wet
- ASTM D7138: 119 degree Celsius
- ASTM G21: Resistance to Fungi- Pass 1
- Cool Plus SRI Value: 0.33 (Cool Reflect Yarn fiber)
- Color fastness: blue scale level 7-8
- Fastness of weathering: grey scale level 5
- Impact Attenuation (max) Gmax 99 at installation (Turf and
rubber underlay)
- DIN 18-035: Permeability of Turf Over 1" porous rubber underlay
127 gallons/minute/yd² inches/hour
- ASTM F970 52% Recovery
- Method EPA 3051 : Microwave digestion Procedure Pass
- Arsenic (As): <0.05 ppm
- Barium (Ba): 1,517 ppm
- Cadmium (Cd): <0.05 ppm
- Chromium (Cr): 22.1 ppm
- Lead (Pb): 14.6 ppm
- Selenium (Se): <0.05 ppm
- Silver (Ag): <0.1 ppm
- Method EPA 1312-6010B Extraction Heavy Metals
- Arsenic (As): <0.05 ppm
- Barium (Ba): .19 ppm

- Cadmium (Cd): <0.05 ppm
- Chromium (Cr): .05 ppm
- Lead (Pb): 0.05 ppm
- Selenium (Se): <0.05 ppm
- Silver (Ag): <0.0008 ppm

LEED Credit Requirements: This system qualifies for recycled content, heat island effect, when using our Cool Reflect yarn fiber, storm water drainage, innovation in design and when possible regional labor and materials.

YES > Toxicity-heavy metals leaching tests required to meet EPA 1312 standards

YES > Recycled content must exceed 60%

YES > System must meet a 20-year design life

YES > Installation must include a percentage of regional labor

YES > Local and or regional materials within 500 miles

YES > System must be manufactured on site

YES > Solar Reflectance Index Value exceed 30

800-1.8.1.2 Pre-Layer. Pre-Layer shall be a pre-manufactured polyfoam mat.

PRE-Layer shall conform to the following specifications:

Product: Polyfoam mat, Model #: FM11G50 (Green)
 Manufacturer: Polyturf, Inc.
 1-800-288-0045
 www.polyturf.com
 Email: info@sustainablesurfacing.com

Product Thickness: ½- inch

800-1.8.1.3 Sand Infill Layer. Cool Reflect infill is a silicon dioxide coated with an acrylic polymer. Round sand particles which are thoroughly infused during the production process with (Zin, ZPT, ZOE), a fungi static agent which inhibits the growth of mildew and algae. Encapsulated in a coating process with an acrylic coated resin which locks in sand particulates capturing all dust, making it a nonhazardous infill.

Sand Infill Layer shall conform to the following specifications:
 ASTM F963.8.2 product does not contain hazardous substances
 Color: Green
 Mesh Size: 16
 SDS sheet available through Polyturf, Inc. upon request.

800-1.8.1.4 Quality Assurance. Acceptable Installer: Turf system shall be installed authorized factory trained technicians.

800-1.8.1.5 Submittals. Samples: Submit samples of system including turf, e-layer and infill materials.

Maintenance Literature: Submit PDF copy of Flooring Care and Maintenance guide.

800-1.8.1.6 Delivery and Storage. Delivery of Materials: All materials shall be delivered in manufacturer's container to maintain clean and dry conditions. See manufacturer's guidelines for temperature requirements for the locale of installation.

Storage of Materials: The Trade Contractor shall provide a secure, clean, dry location for storage of materials at temperature as above 55°F. Under no circumstances should materials be stored outside unless fully protected from moisture with 10 mil polyethylene barrier and tarpaulin. All material stored outside shall be inspected by installer for moisture contamination before application.

800-1.8.1.7 Job Conditions. Schedule of Installation: Turf system must not be applied until other trades are completely finished in the area and surrounding area. Substrate shall be level to the turf manufacturer's specified tolerances, free of any foreign materials and released to the applicator clean and in good condition.

800-1.8.1.8 Guarantee. Warranty and guarantee per general requirements of 3-13.3 "WARRANTY" and the following:

Joint Guarantee: The turf installation shall be jointly guaranteed by the installer and the manufacturer for any defects in materials and workmanship for a period of twelve (5) years from date of acceptance. The guarantee shall not cover damage to the installation caused by conditions beyond the control of the guarantors including, but not limited to, moisture permeation from any source, substrate movement or separation, faulty design or construction, abuse of the surface or failure to abide by the Care and Maintenance literature including application of finishes or protective coatings subsequent to completion of specified work.

Manufacturer's Liability: Polyturf shall warrant the turf materials to be free from manufacturing defects for a period of twelve (12) years. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, and of any warranty, the liability of Polyturf shall be limited to repairing or replacing turf materials and components supplied by Polyturf and proven defective in manufacture, and shall not include any other damages, either direct or consequential.

800-2.2.7 Valve Boxes. To the "WHITEBOOK", ADD the following:

4. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three-inch (3") clearance from the lid.

800-2.2.8 Master Control Valve. To the "WHITEBOOK", ADD the following:

3. Master valve conductors shall be compliant with Section 800-3.2.2. Master valve conductor shall be installed below grade adjacent to flow sensor data cable conduit.

800-2.2.15 Backflow Preventer Enclosure. To the "WHITEBOOK", ADD the following:

The backflow preventer enclosure shall conform to the following specifications:

Product: Strong Box - Stainless Steel Smooth Touch Backflow Enclosure

Model#: SBBC-30SS
Manufacturer: V.I.T.Products Inc, or approved equal.
(760) 735-2450
www.vitproducts.com
Dimensions: 31.5" (L) x 29.5" (H) x 17.75" (W)
Installation: In strict adherence to manufacturer's recommendations.

Model SBBC-30SS Description

The Backflow cage enclosure shall be of a vandal resistant nature manufactured of formed stainless steel tubing and rod, coated with a performance polymer alloy coating. All locking and mounting hardware shall be manufactured entirely of stainless steel. The frame of the enclosure shall be constructed of 1-1/4" tubing as a minimum, including the drop-down door which inserts into the open end of the frame. The top, sides and end panels shall be constructed of rod forming a 1" x 2-1/2" rectangular pattern as a maximum opening. The vertical rods shall be a minimum of 3/16" thick and the horizontal rods shall be a minimum of 1/8". These rods shall be welded together forming grids. These grids shall be welded into the tube frames 1/2" welds not more than 4" apart. The enclosure shall be cleaned and coated with not less than 3 mils power coat.

Each enclosure shall have a mounting pad which shall be used as installation frame. Enclosure hardware on the mounting frame shall be stainless steel. Mounting frame shall be installed using 4 each; 3/8" "L" anchor bolts submerged in concrete a minimum of 2". The backflow cage enclosure shall remain bolted to the frame in open and closed positions. Enclosure and door shall close with concealed locking tab with 7/16" hole to accept padlock.

800-2.4 Sprinkler Equipment. To the "WHITEBOOK", ADD the following:

All materials and equipment used in all irrigation work shall be new and without flaws or defects and of quality and performance as specified, unless otherwise specified on the plans.

Prior to installation of any irrigation work, the Contractor shall submit an irrigation materials submittal for review and approval by the City. The submittal shall include a list of all materials and equipment they propose to use. If the Contractor propose to use materials or equipment other than those listed as approved, they shall submit in writing to the City a request to deviate from the approved list. Samples and product data of the materials or equipment shall accompany the request to assist the evaluation of the proposal.

SECTION 801 - LANDSCAPE AND IRRIGATION INSTALLATION

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

- 5. All plants outside the limit of work shall be protected in place.
- 6. Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.

7. The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.
8. When excavation must be carried out under or near the dripline of a tree identified to be protected in place, the construction of improvements shall minimally damage the root zone by root pruning as outlined in Section 801-7.3, "Root Pruning for Sidewalk Replacement." Depth of root pruning shall occur to the depth necessary to construction improvements. Exposed roots of trees shall be covered and shaded by moist burlap or canvas until backfill is placed.
9. Buried utilities and irrigation piping and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones, tunnels shall be utilized in lieu of trenches. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the City.
10. Trenching, excavation and soil disturbance within the drip line of vegetation to remain shall not be permitted except as specifically allowed by the City. It is the intent of the plans that the Contractor shall provide an alternate routing of irrigation, electrical and all trenching to avoid cutting through roots of existing vegetation to remain.
11. Upon completion of all work, remove tools, equipment, tree preservation materials and other measures from the site.
12. Repair all areas, structures, and surfaces damaged and requiring repair resulting from tree preservation measures. Repair adjacent construction or surfaces soiled or damaged by tree preservation measures.

801-2.2.1 General. To the "WHITEBOOK", Item 3, First Sentence, DELETE in its entirety and substitute with the following:

3. Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 12 inches minimum below finish grade.

ADD:

801-2.2.1.1 Weed Eradication. Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

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

Weed eradication for entire project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2" - 3"). A post-emergent herbicide shall then be applied per Section 800-1.2.7 "Herbicides and Pesticides". Avoid contact of herbicide with the existing plants to remain.

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and

herbicide applicator's license. Herbicide use shall be approved by the City prior to application.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. All weedy species should be cleared approximately two weeks following herbicide application.

The City shall inspect the site prior to planting and during revegetation. The planting or hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the City. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

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

Weed eradication for shrub and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

801-2.2.2 Fertilizing and Conditioning Procedures. To the "WHITEBOOK", Paragraphs 1 and 2, DELETE in its entirety and SUBSTITUTE with the following:

1. The planting area shall be ripped to a depth of 15" prior to bringing the planting area to finish grade. Where necessary to meet grades indicated on the plans, place additional Class A topsoil in planting areas. The planting area shall be brought to finish grade before spreading the soil amendment materials specified.
2. Soil amendments materials shall be uniformly spread at the prescribed rates as recommended in the soil test results outlined in section 800-1.1.2 "Class 'A' Topsoil" or as modified by the Landscape Architect based on the test results review. All hardscape shall be dry at time of application.

The following rates and materials are provided for bidding purposes only, actual rates and materials may vary. The Contactor shall provide the following rates of soil conditioning and amendment materials.

- A) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs./1,000 sq. Ft.
Iron sulfate	10 lbs./1,000 sq. Ft.
Soil Sulphur	10 lbs./1,000 sq. Ft.

- B) After leaching, apply:

10-10-10 fertilizer	25 lbs./1,000 sq. Ft.
---------------------	-----------------------
- C) Post Planting Fertilizer Type:

Trees (per tree)	1/2 lbs./ 12-4-6
Shrubs, Vines (per 1000 sf)	6 lbs./ 12-4-6
Groundcover (per 1000 sf)	6 lbs./ 12-4-6

To the "WHITEBOOK", Paragraph 6, ADD the following

Apply fertilizer with acceptable equipment and when plants/ planting areas are in dry condition, apply irrigation immediately after fertilizer application.

To the "WHITEBOOK", ADD the following:

8. Post Planting Fertilizer:

The Contractor shall apply Post-Planting Fertilizer sixty (60) days after planting and once again at the end of the post-construction maintenance period.

801-2.3 Finish Grading. To the "WHITEBOOK", Item 1, ADD the following:

Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all building foundations. The City shall approve the final grades and elevations before planting operations may begin.

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

- 7. The Contractor shall be responsible for managing the site and performing planting, maintenance, and corrective measures to the best advantage of the plant material to promote healthy growth, establishment, and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the City. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

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 City. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of

the City and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient 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 than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

8. Percolation Test: Prior to installing landscaping, Contractor shall perform percolation tests in representative areas of the site selected and approved by the City to verify acceptable amended soils drainage for planting areas.

Contractor shall provide a minimum of four percolation tests.

Percolation Tests shall be performed as follows:

- a) Dig a pit 2'x 2' x 2' deep. Contractor shall employ a system of measurement to track infiltration rates in the units of inches per hour, such as a marked stake at the center of the pit. Contractor shall clearly mark planting pit and provide a safety barrier or cover for safety.
- b) Pits shall be filled with 18" of water and allowed to completely drain.
- c) Pits shall then be filled with 12" of water and allowed to drain. The second fill must drain at a minimum rate of 0.5 inches per hour, for four hours.

The contractor shall be responsible for tracking infiltration rates with means necessary to report accurate infiltration rate in the specified units per pit.

- d) Report to the City the length of time that the water takes to completely drain from each pit and the observed infiltration rate.

If water does not drain at the minimum desired infiltration rate, the City will confer with the Landscape Architect to make a determination whether additional drainage measures will be required, especially at tree plantings.

No plants shall be installed until percolation tests have been observed by the City and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

9. Upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with Section 800-1.4.1 "General".

801-4.2 Protection and Storage. To the "WHITEBOOK", ADD the following:

2. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant materials.
3. All plants to remain on-site shall be watered as necessary during the entire construction contract to provide for plant health and survival. Watering shall be done under the direction of the City.

801-4.6.1 Tree Staking. To the "WHITEBOOK", ADD the following:

All trees shall be double staked. Trees over 36" box shall utilize three (3) evenly spaced stakes installed to the same methods outlined in City of San Diego Standard Detail SDL-101. Refer to section 800-1.5.3 "Tree Stakes" of these Special Provisions for approved staking materials.

Installed tree ties exhibiting inadequate length and/or tree support as determined by the City will not be accepted.

ADD:

801-4.10 Alternative Landscaping Material Installation.

801-4.10.1 Synthetic Turf Installation.

801-4.10.1.1 Base Installation. Related Work Specified Elsewhere:

Approved contractor shall supply and install a geotextile fabric (Marifi 140 N or equal) over the entire compacted sub-grade surface, before the installation of the stone, depending on geographic location. Geotextile seams shall be overlapped, and geotextile secured.

Installation of the 2" x 4" recycled plastic nailer board shall be installed at interior perimeter edge per detail.

Installation of properly draining crushed stone and fines substrate consisting of a minimum thickness of 2" depth. Following rough grading of the sub grade, the exposed soil shall be moisture conditioned to near the optimum moisture content and compacted to at least 90 percent relative compaction (modified proctor) to produce a firm non-yielding surface. Consult turf manufacturer's guidelines for specific information.

Preparation and installation of substrate to provide a smooth, level surface with level tolerance of $\pm 1/8$ " in any 10" radius. The sub-base will have a slope of .5% from the center. The depth of the aggregate will increase at the edges of the field as determined by the sub-base slope, as the elevations are maintained throughout.

801-4.10.1.2 Inspection. Substrate: Turf installer shall inspect substrate for contamination, dryness and tolerances and report any discrepancies to the General Contractor in writing.

All work required to put the substrate in acceptable condition shall be the responsibility of the General Contractor. Installer shall perform tests for moisture and adhesion prior to application and report adverse conditions to the General Contractor in writing.

801-4.10.1.3 Synthetic Turf Installation. Installation: All work shall be performed by manufacturer's technicians and comply with the manufacturer's guidelines for the complete placement and installation of the PRE-Layer, synthetic turf and cool reflect infill.

Safety: No smoking, open flames or sparks from electrical equipment shall be permitted during the application of materials.

Clean Up Jobsite: Upon completion of installation, installer shall remove all unused materials, tools, equipment, and rubbish. Dispose of empty containers in accordance with federal and local guidelines.

801-4.10.1.3 Protection and Maintenance. Other Trades: It shall be the responsibility of the contractor to protect the surface from damage by other trades before acceptance by the City.

ADD:

801-4.11 Mulch. Install a 3" minimum depth layer of bark mulch in all tree, shrub, and groundcover planting areas unless otherwise indicated on the plans. Mulch shall be installed with a uniform depth. Taper the mulch to within 3" clear of the trunk of the plant. Mulch shall not be installed in planting areas designated as turf, synthetic turf, decomposed granite, cobble, and/ or rock mulch.

801-5.1 General. To the "WHITEBOOK", ADD the following:

Contractor shall check and verify the water pressure at point of connection (POC) prior to beginning of work. Notify City of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas if possible. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks and streets except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed out, pressure tested, and the coverage test approved prior to plant installation.

801-5.3.1 General. To the "WHITEBOOK", ADD the following:

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the City deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings SDW-151, sized for 4" pipe.

Contractor shall install sleeves where any waterline or controller wire passes under paving. Sleeves shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the sleeve. The sleeves shall be a minimum 18" deep for electrical and the sleeves 21"

below grade for water. Sleeves for water mainlines within vehicular paving shall be placed at 36" depth. Sleeves shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline within.

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. (See Section 800-3.2.2.3 "Trench Marker Tape" for material.)

Avoid installing pipe through proposed tree locations to avoid conflict with root ball.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. To the "WHITEBOOK", paragraph 6, ADD the following:

The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust. The Contractor shall paint the identification number of the valve and the controller clock on the cover of the valve box. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three-inch (3") clearance from the lid. All wires in pull boxes shall be loose and shall not come within three inches 75 mm (3 inches) from lid. Boxes shall be sized accordingly to accommodate this requirement.

To the "WHITEBOOK", To paragraph 7, ADD the following:

Backflow preventers shall be installed as specified on the contract documents.

801-5.5.1 General. To the "WHITEBOOK", ADD the following:

Plans are diagrammatic and approximate. Precise location of heads / bubblers shall be field adjusted to meet minor variations in the plan.

801-5.7.1 General. To the "GREENBOOK", ADD the following:

Flush all pipes clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

801-5.7.2.1 General. To the "WHITEBOOK", ADD the following:

Mains larger than 2 inches, asbestos cement mains, mains employing socket and spigot gasket joints shall be tested in accordance with Section 306-8 "Prefabricated Pressure Pipe". If leaks develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by City prior to backfilling trenches.

801-5.7.3 Sprinkler Coverage Test. To the "WHITEBOOK", ADD the following:

When system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the Resident Engineer and Landscape Architect.

801-9

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

4. The payment for the Topsoil shall be included in the lump sum Bid Item for "**Construction of Park Improvements**". This shall include full compensation for furnishing all material, delivery, placement, fees, labor, equipment, water, tools, and incidentals required to complete the work specified. No additional compensation will be made, therefore.
5. Payment for operation and maintenance manuals shall be included in the lump sum price for "**Irrigation System**", and no additional compensation shall be allowed.
6. Bark Mulch shall be measured by the square foot. The contract unit price paid for mulch shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the City.
7. Payment for pruning of existing trees and vegetation to remain shall be included in the lump sum Bid Item for "**Construction of Park Improvements**" and no additional payment will be made.
8. Payment for tree staking shall be included in the lump sum Bid Item for "**Construction of Park Improvements**".

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1

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

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

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: ISLAND AVENUE MINI PARK IMPROVEMENTS **Project No. / WBS No.:** WBS #L-16000.2.02.06

Project Location-Specific: The project is located on the north side of the 3000 block of Island Avenue in between 3018 and 3022 Island Avenue, within the Southeast San Diego Community Planning Area (Council District 8).

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

Description of nature and purpose of the Project: This project proposes to design and construct ADA improvements at the existing Island Avenue Mini-Park, including replacement of play equipment and sand in the children's play area to a rubberized surface, improving the accessible path of travel to the play area, and correcting the slope of the sidewalk for compliance with ADA requirements. Potentially an ADA accessible bench may be installed. Total project footprint is estimated at 4,500 square feet approximately 0.24 Acres.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Juan Baligad, 525 B Street, Suite 750A, San Diego, CA, 92101, (619) 533-5473

Exempt Status: (CHECK ONE)

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

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the operation, repair, maintenance, and minor alteration of existing public facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; Section 15302 (Replacement or Reconstruction) which allows for the replacement or reconstruction of existing structures 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; and 15303 (New Construction) which allows for the construction and location of limited numbers of new, small structures; and where the exceptions listed in Section 15300.2 would not apply.

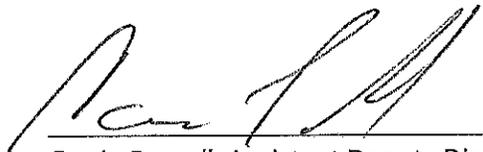
Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

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, Assistant Deputy Director

10/29/18
Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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	SUPERSEDES DI 55.27	DATED April 21, 2000

7. **FEE AND DEPOSIT SCHEDULES**

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

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

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	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: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

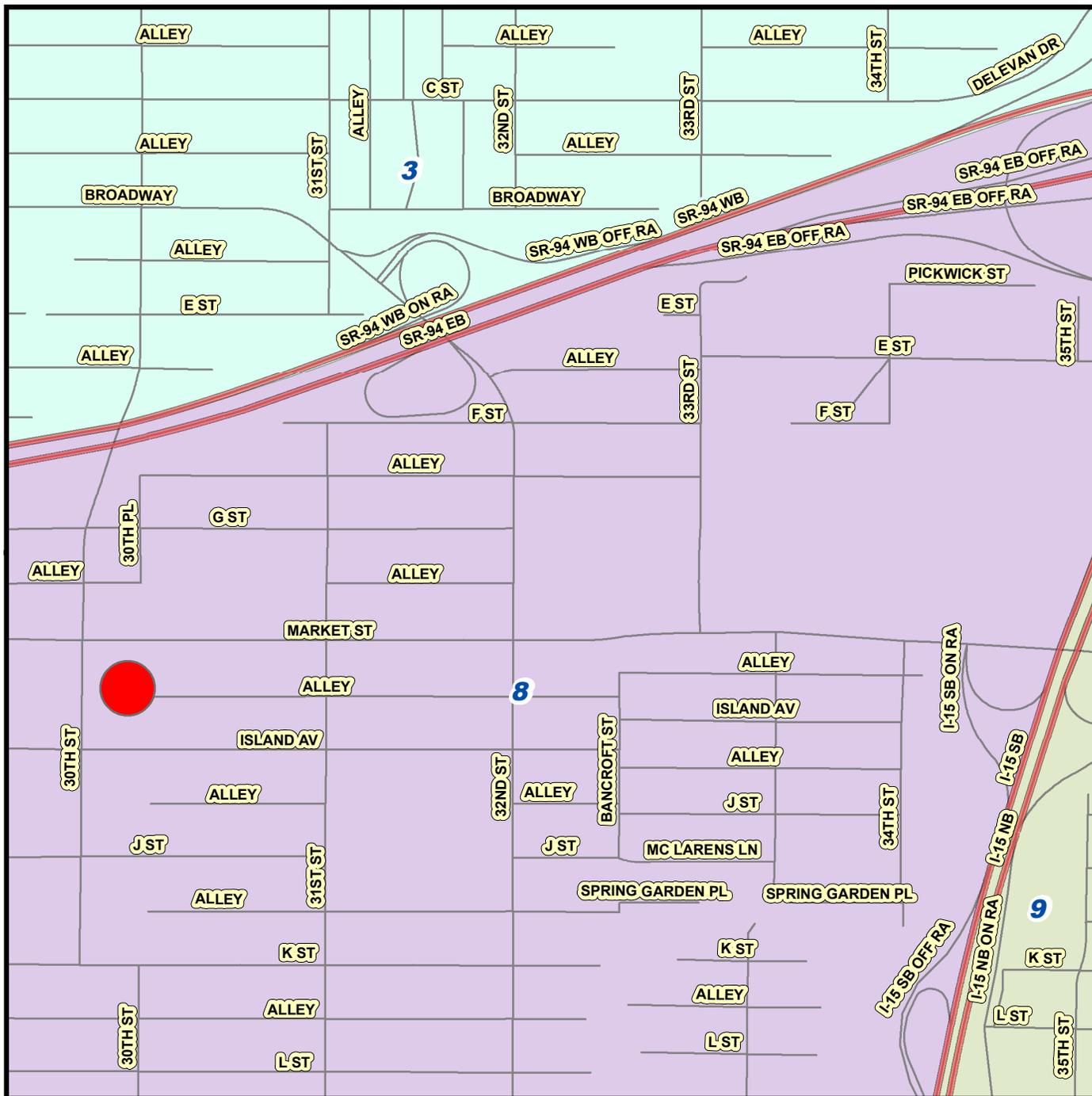
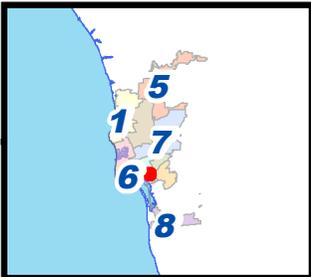
APPENDIX E
LOCATION MAP

Island Ave Mini Park Improvements

SENIOR ENGINEER
Samir Mahmalji
619-533-5301

PROJECT ENGINEER
Lydia Marshall
619-533-4154

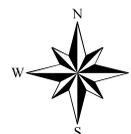
FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend



Island Ave Mini Park Improvements



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APPENDIX F
ADJACENT PROJECT MAP

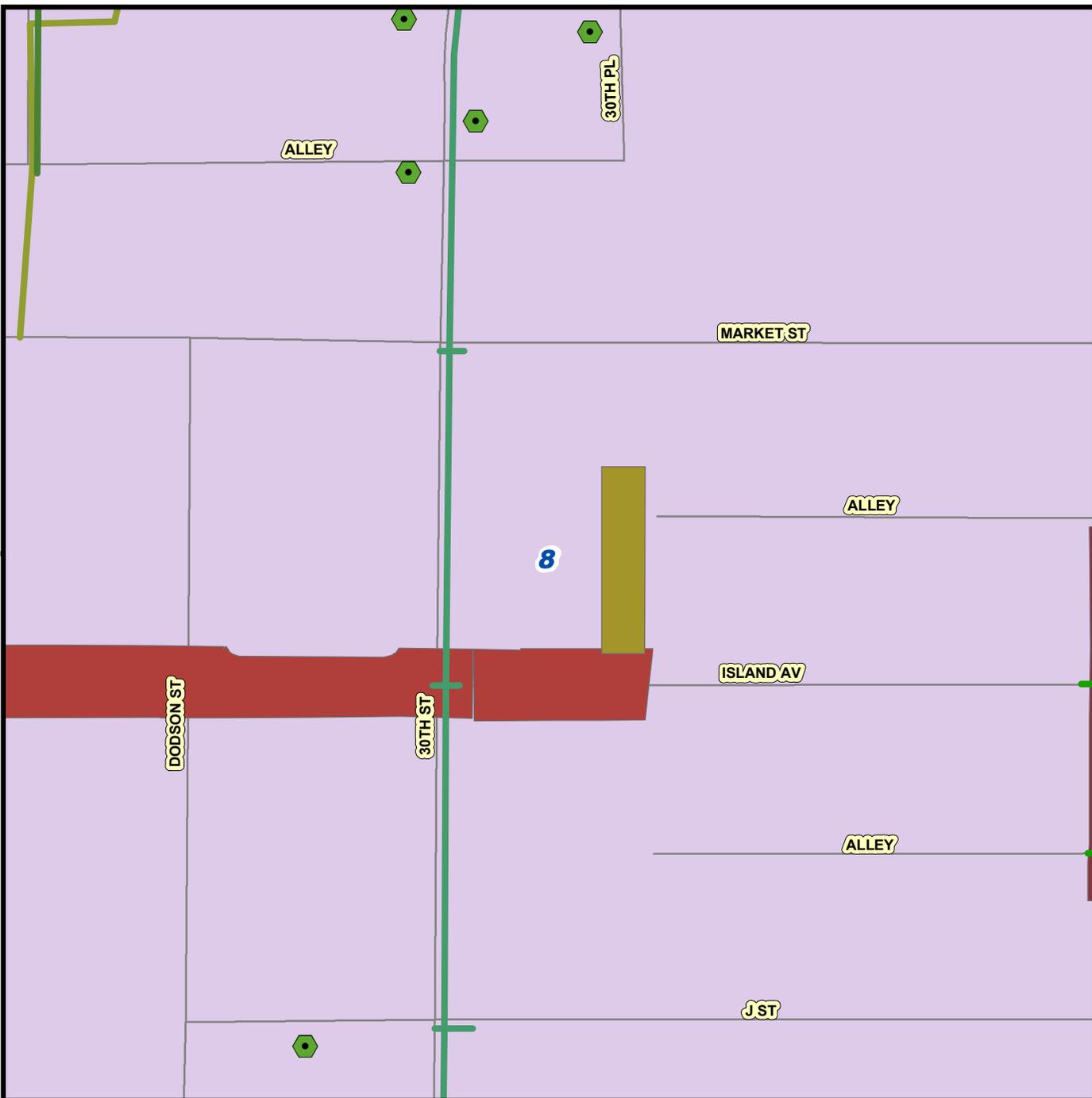
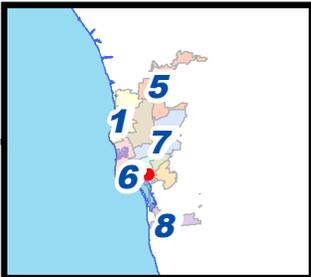
Island Ave Mini Park Improvements

SENIOR ENGINEER
Samir Mahmalji
619-533-5301

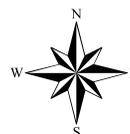
PROJECT MANAGER
Lydia L. Marshall
619-533-4601

PROJECT ENGINEER
Lydia L. Marshall
619-533-4154

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



- L-16000.2 Island Ave Mini Park
 Lydia Marshall
 619-533-4154
- S-12010 - 30th St Pipeline Replacement
 Jaime Ramos-Banuelos
 619-533-5103
- B-00705 - Island Ave Phase I
 Dayue Zhang
 619-533-7409



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APPENDIX G
SAMPLE PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

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- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• 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

APPENDIX H

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 5-2, "Protection", of the 2015 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



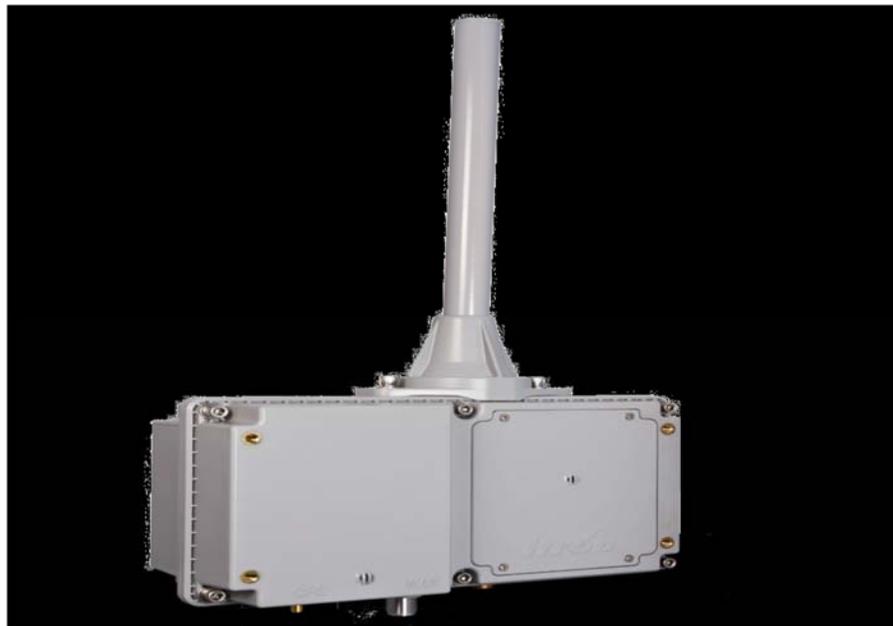
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



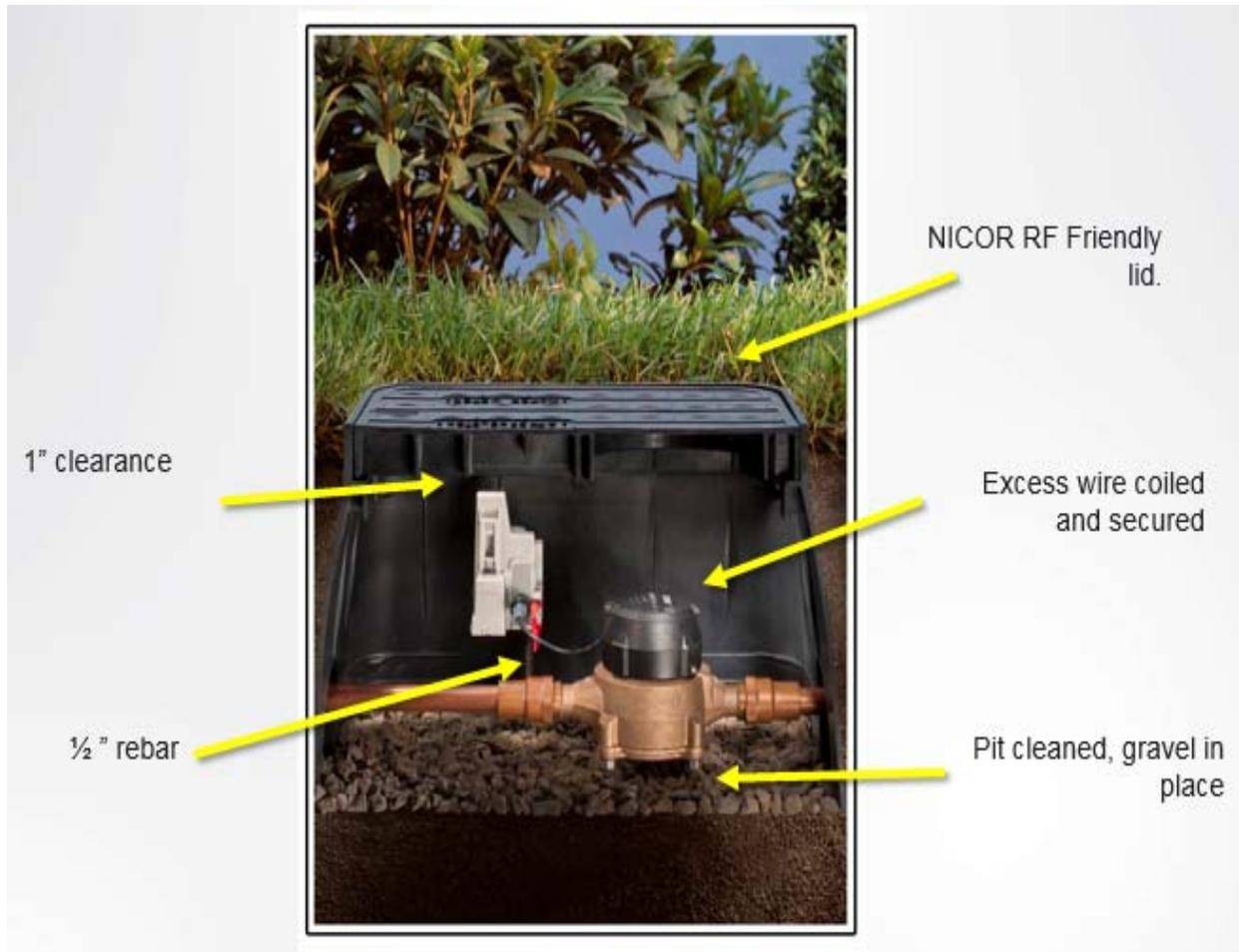
Network Devices, see Photo 3:

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

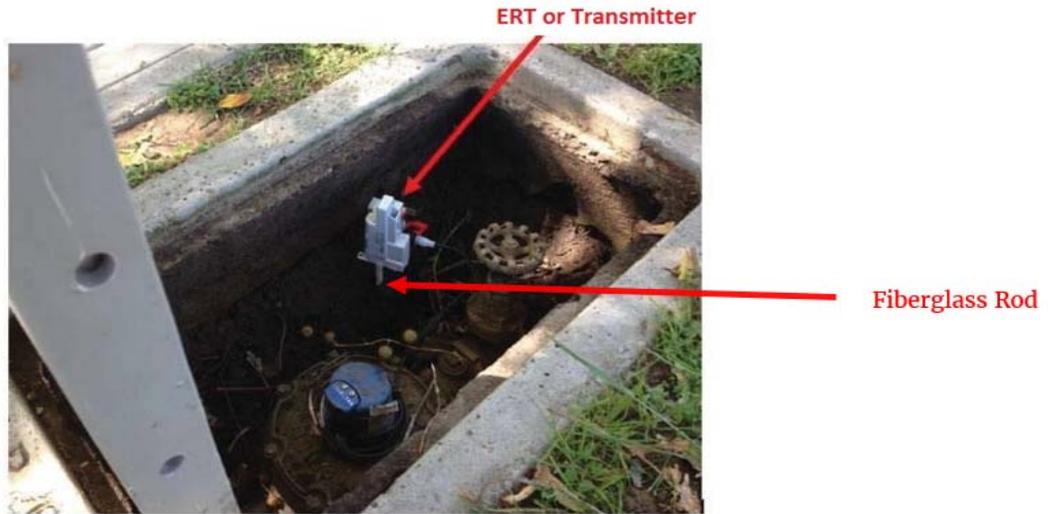


Photo 6 below is an example of disturbance that shall be avoided:

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 AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

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

Photo 8



Network Device

Photo 9



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

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Fordyce Construction, Inc., herein called "Contractor" for construction of **Island Avenue Mini Park Improvements**; Bid No. **K-20-1897-DBB-3-A**; in the total amount of One Million Eight Hundred Ninety Seven Thousand Two Hundred Five Dollars and Zero Cents (\$1,897,205.00), which is comprised of the Base Bid.

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).
 - (e) That certain documents entitled **Island Avenue Mini Park Improvements**, on file in the office of the Public Works Department as Document No. **L-16000.2**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner
Island Avenue Mini Park Improvements, Bid Number, **K-20-1897-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

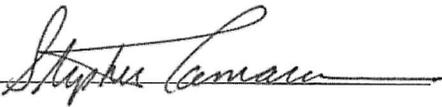
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

Print Name: Stephen Samara

Print Name: Dana Fairchild

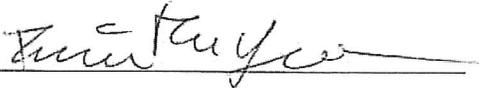
Principal Contract Specialist
Engineering & Capital Projects Department

Deputy City Attorney

Date: 12/4/2020

Date: 12/7/2020

CONTRACTOR

By 

Print Name: Brian Fordyce

Title: President

Date: 10/01/2020

City of San Diego License No.: B1995003597

State Contractor's License No.: 608529

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003113

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.

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:

Island Avenue Mini Park Improvements
(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1897-DBB-3-A**; SAP WBS No. **L-16000.2**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

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

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

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

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Fordyce Construction, Inc. as Principal,
and Harco National 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
Island Avenue Mini Park Improvements, K-20-1897-DBB-3-A

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

SIGNED AND SEALED, this 2nd day of July, 2020

Fordyce Construction, Inc. (SEAL)
(Principal)

Harco National Insurance Company (SEAL)
(Surety)

By: 
(Signature)

By: 
Bart Stewart (Signature) Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

POWER OF ATTORNEY

Bond # N/A

**HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 02, 2020

A00982

Irene Martins, Assistant Secretary

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

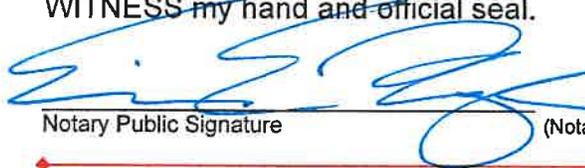
County of San Diego }

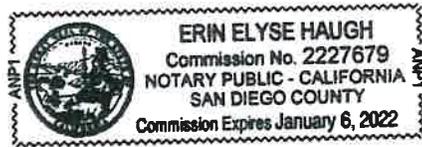
On 07/02/2020 before me, Erin Elyse Haugh, Notary Public
(Here insert name and title of the officer)

personally appeared Bart Stewart
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(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.


Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
_____ (Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

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.

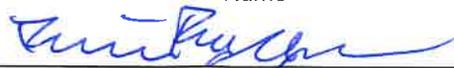
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of 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: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name



Signature

Date 7/9/2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Fordyce Construction, Inc.			
Street Address	City	State	Zip
9932 Prospect Avenue, Suite 138	Santee	CA	92071
Contact Person, Title		Phone	Fax
Brian Fordyce, President		(619) 449-4272	(619) 449-1930

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
Brian Fordyce	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Santee, CA	
Interest in the transaction	
President, 50% Ownership	

Name	Title/Position
Krista Fordyce	Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Santee, CA	
Interest in the transaction	
Secretary, 50% Ownership	

* 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.

Brian Fordyce, President



7/9/2020

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible- bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred or suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract awards</i> , executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the <i>City</i> .

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
Brian Fordyce	President
Krista Fordyce	Secretary

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:

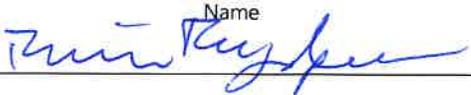
- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have 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: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name

 Signature

Date 7/9/2020

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
BGS, Inc., Brandon Gene Stoll II	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
QSB Construction, Alicia Lowery	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Williams & Sons Masonry, Darwin Williams	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Robertson's , Richard Hawley	CEO, President

Contractor Name: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name

 Signature

Date 7/9/2020

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
BiltRight Construction, Kyle Georgian	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Western State Builders, James Moen	General Partner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
ACE Electric, Jeffery Hinds	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Hurricane & Poway Fence, Laurann Volk	CEO, President

Contractor Name: **Fordyce Construction, Inc.**

Certified By **Brian Fordyce** Title **President**

Name
 
Signature Date **7/9/2020**

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
HR Plumbing, Ryan Everest	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Coast Landscaping, Christopher Mason	CEO, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: **Fordyce Construction, Inc.**

Certified By **Brian Fordyce** Title **President**

Name
 
Signature

Date **7/9/2020**

USE ADDITIONAL FORMS AS NECESSARY*

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Fordyce Construction, Inc. 9932 Prospect Avenue, Suite 138 Santee, CA, 92071 Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: City of San Diego	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ TBD - Bid	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) N/A (attach Continuation Sheet(s) SF-LLL4, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time lee <input type="checkbox"/> c. commission N/A <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a, cash N/A <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: N/A (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Brian Fordyce</u> Title: <u>President</u> Telephone No.:(619) 449-4272 Date: <u>7/9/2020</u>	
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DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET

OMB0348-0046

Reporting Entity: Fordyce Construction, Inc. Page 2 of 2

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