

City of San Diego

CONTRACTOR'S NAME: Atlas Development
ADDRESS: 991C Lomas Santa fe Dr #115 Solana Beach, CA 92075
TELEPHONE NO.: 619-200-0902 **FAX NO.:** b 858-350-9337
CITY CONTACT: Angelica Gil - Contract Specialist, Email: AngelicaG@sandiego.gov
Phone No. (619) 533-3622, Fax No. (619) 533-3633
J. Scott / J. Borja / Lad

BIDDING DOCUMENTS



FOR

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

BID NO.: K-18-1584-DBB-3
SAP NO. (WBS/IO/CC): S-16020
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 9
PROJECT TYPE: GB
CDBG No.: 1000003-2018

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:
2:00 PM
OCTOBER 24, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

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

W. W. Carlson

1) Landscape Architect

8/8/17

Date

Seal:



Samir M

2) For City Engineer

8/18/17

Date

Seal

C 73711

TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS	5
2. INSTRUCTIONS TO BIDDERS	8
3. PERFORMANCE AND PAYMENT BONDS	18
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	21
B. INTENTIONALLY LEFT BLANK	23
C. INTENTIONALLY LEFT BLANK	24
D. CDBG FUNDING AGENCY PROVISIONS:.....	25
1. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246)	26
2. Equal Opportunity Clauses	27
3. Standard Federal Equal Employment Specifications	27
4. Violation or Breach of Requirements.....	30
5. Monthly Employment Utilization Reports	30
6. Records of Payments to DBE	30
7. Federal Wage Requirements for Federally Funded Projects	30
8. State Requirements for Contracts Subject To State Prevailing Wage Requirements.....	31
9. Wage Rates	33
10. Section 3 of the Housing and Urban Development Act of 1968.....	61
11. Federal Labor Standards Provisions	62
12. Agency Specific Provisions.....	71
13. DBE Potential Resources Centers.....	72
14. Good Faith Effort Documentation Submittals	74
15. Forms.....	75
Form AA61 List of Work Made Available.....	76
Form AA62 Summary of Bids Received.....	77
Form AA63 DBE Good Faith Effort List of Subcontractors Solicited.....	78
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	79
1. Appendix A – Notice of Exemption and Notice of Right to Appeal Environmental Determination	148
2. Appendix B – Fire Hydrant Meter Program	153

3.	Appendix C – Materials Typically Accepted by Certificate of Compliance.....	167
4.	Appendix D – Sample City Invoice	169
5.	Appendix E – Location Maps.....	172
6.	Appendix F – Sample of Public Notice.....	174
7.	Appendix G – Advanced Metering Infrastructure (AMI) Device Protection.....	176
F.	INTENTIONALLY LEFT BLANK	183
G.	CONTRACT AGREEMENT	184
5.	CERTIFICATIONS AND FORMS.....	187

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Memorial Community Park Playground ADA Upgrades**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current 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 **\$1,420,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 24, 2017, AT 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification are required for this contract: **Class 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 may 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. Attending the Pre-Submittal Meeting.
3. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on 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.

8. PRE-BID MEETING:

8.1. Prospective Bidders are **required** to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Bid meeting is scheduled as follows:

Date: September 19, 2017

Time: 10:00 AM

Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101 (14th Floor, Large Conference Room)

Attendance at the Pre-Submittal Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

Bidders may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

9. AWARD PROCESS:

9.1. 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.

9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

9.3. 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.

- 9.4. The low Bid will be determined by the Base Bid alone.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

- 10.1. 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
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Michelle Muñoz

OR:

MichelleM@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. 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.
- 10.4. 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. Complete information and links to the on-line prequalification application are available at:

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. 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 which 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 (90 days for federally funded contracts and contracts valued at \$500,000 or less) 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.shtml>.
 - 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 10 Working Days after receiving the Contract forms. See 7-6, “The Contractors Representative” in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 7. PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.

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

9. INSURANCE REQUIREMENTS:

9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

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

10. 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/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. 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.

- 12. 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.
- 13. 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.
- 14. SUBCONTRACTOR INFORMATION:**

 - 14.1. 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 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 - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
 - 14.2. 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)** 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.

- 14.3. 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.
- 15. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 16. AWARD:**
- 16.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 17. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <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.
- 19. 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.

20. 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.

21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

22.1. This contract may be awarded to the lowest responsible and reliable Bidder.

22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

22.3. 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.

- 22.4.** 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.
- 22.5.** 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.
- 22.6.** 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.
- 22.7.** 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.
- 22.8.** 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.

23. BID RESULTS:

- 23.1.** 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.
- 23.2.** 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.

24. THE CONTRACT:

- 24.1.** 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.
- 24.2.** 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.

- 24.3.** 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.
- 24.4.** 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.
- 24.5.** 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 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.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 26.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

- 26.3. The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

- 27.1. 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**.
- 27.2. 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:

Atlas Development Corporation, a corporation, as principal, and Great American 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 Three Hundred Forty Eight Thousand One Hundred Twenty Five and 94/100ths (\$1,348,125.94) for the faithful performance of the annexed contract, and in the sum of One Million Three Hundred Forty Eight Thousand One Hundred Twenty Five and 94/100ths (\$1,348,125.94) 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.

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

Dated December 27, 2017

Approved as to Form

Atlas Development Corporation

Principal

By M Atefi

Mark Atefi

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By [Signature]

Deputy City Attorney

Great American Insurance Company

Surety

By [Signature]

Minna Huovila Attorney-in-fact

Approved:

750 The City Drive South, Suite 470

Local Address of Surety

By: [Signature]

Rosa Isela Riego
Senior Contract Specialist
Public Works Department

Orange, CA 92868

Local Address (City, State) of Surety

714-740-3101

Local Telephone No. of Surety

Premium \$ 18,679.00

Bond No. 2119165

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

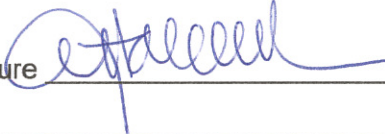
State of California
County of San Diego)

On December 27, 2017 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 15079

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	ALL OF	ALL
GEOFFREY SHELTON	SAN DIEGO,	\$100,000,000.00
TARA BACON	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of AUGUST, 2017
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 27TH day of December, 2017



Atty L C B
Assistant Secretary

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The project proposes to demolish an existing tot lot and restroom building, reconstruct the existing sidewalk to comply with ADA accessibility standards and build a new playground with a surrounding ADA accessible path. Two ADA parking stalls will be constructed and a new prefabricated restroom will be installed. An existing pathway to the restroom will be replaced and a new permeable paving pathway will be installed north of the existing ball field. Turf will be replaced where necessary and new trees and shrubs will be planted in the project area. Project also includes a new accessible drinking fountain and benches with companion seating.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39832-01-D** through **39832-29-D**, inclusive.
2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,420,000**.
3. **LOCATION OF WORK:** The location of the Work is as follows:

2902 Marcy Avenue, San Diego, CA 92113
4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **220 Working Days**.

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
INTENTIONALLY LEFT BLANK

ATTACHMENT D
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOUSING 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 16 "Standard Federal Equal Employment Specifications" located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.

3.2. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with

specific attention to minority or female individuals working at such sites or in such facilities.

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

attending, subject matter discussed, and dispositions of the subject matter.

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

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. State of California Department of Transportation Payroll Report. Due to the City weekly.
2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

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.
- 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 design professionals 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 Equal Opportunity Contracting Department at 619-236-6000.

8.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

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

- CA170001 08/11/2017 CA1
- 15
- 8/11/2017

The required wage information may be accessed and downloaded from:
<http://www.wdol.gov/>

General Decision Number: CA170001 08/11/2017 CA1

Superseded General Decision Number: CA20160001

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017
5	03/10/2017
6	03/24/2017
7	05/05/2017
8	05/12/2017
9	05/26/2017
10	06/09/2017
11	06/30/2017
12	07/07/2017
13	07/14/2017
14	08/04/2017
15	08/11/2017

ASBE0005-002 07/04/2016

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,

protective coverings,
 coatings, and finishes to all
 types of mechanical systems).....\$ 38.37 20.13
 Fire Stop Technician
 (Application of Firestopping
 Materials for wall openings
 and penetrations in walls,
 floors, ceilings and curtain
 walls).....\$ 26.15 17.31

 ASBE0005-004 07/04/2016

Rates Fringes

Asbestos Removal
 worker/hazardous material
 handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 18.38 10.82

 BOIL0092-003 10/01/2012

Rates Fringes

BOILERMAKER.....\$ 41.17 28.27

 BRCA0004-008 11/01/2016

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 35.30 17.35

 BRCA0018-004 06/01/2016

Rates Fringes

MARBLE FINISHER.....\$ 29.20 12.93
 TILE FINISHER.....\$ 24.53 11.08
 TILE LAYER.....\$ 35.89 16.24

 BRCA0018-010 09/01/2016

Rates Fringes

TERRAZZO FINISHER.....\$ 28.53 12.27
 TERRAZZO WORKER/SETTER.....\$ 35.57 13.14

 CARP0409-002 07/01/2008

Rates Fringes

Diver
 (1) Wet.....\$ 663.68 9.82

(2) Standby.....	\$ 331.84	9.82
(3) Tender.....	\$ 323.84	9.82
(4) Assistant Tender.....	\$ 299.84	9.82

Amounts in "Rates" column are per day

 CARP0409-008 08/01/2010

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

 CARP0547-001 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

 CARP0547-002 07/01/2016

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 30.15	16.03
Drywall Stocker/Scrapper...	\$ 10.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

 ELEC0569-001 06/05/2017

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 49.41	3%+12.63
Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 44.00	3%+12.63
Electrician.....	\$ 43.25	3%+12.63

 ELEC0569-004 06/05/2017

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Sound & Communications Sound Technician).....\$ 31.00 3%+11.53
 SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-005 06/05/2017

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 31.00	3%+11.53
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

ELEC0569-006 02/27/2017

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.....	\$ 30.48	3%+7.70
Utility Technician #2.....	\$ 25.45	3%+7.70

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 06/05/2017

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 32.81	3%+6.61

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

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 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

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

ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35

GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 43.20	22.15
GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

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 07/01/2016

	Rates	Fringes
--	-------	---------

Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

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 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 26.03	18.11

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 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

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 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

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

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

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

LAB01414-003 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

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 07/01/2017

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	13.94
(2) All Other Work.....	\$ 31.12	13.94

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 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 27.84	15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

 PAIN0036-012 10/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

 PAIN0036-019 01/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

 PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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

 PLAS0500-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 29.57	19.77

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

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction;

interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 53.78	21.61
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 49.28	21.61
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 36.91	18.96

PLUM0016-011 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 39.91	17.53

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

* ROOF0045-001 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 30.73	8.43

SFCA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.17	15.84

SHEE0206-001 07/01/2015

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 37.55	23.23
Except Camp Pendleton.....	\$ 35.33	23.23
Sheet Metal Technician.....	\$ 25.22	6.69

SHEET METAL TECHNICIAN - SCOPE:

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

TEAM0166-001 07/03/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

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.

=====
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.

=====

END OF GENERAL DECISION

N

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 sub paragraph (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_dsbs.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	Bid Notification:
555 Montgomery Street	http://www.mbda.gov/workspace 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	<u>DBE Database:</u> www.dot.ca.gov/hq/bep/find_certified.htm
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue	<u>Directory:</u>
San Francisco, CA 94102-3298	https://sch.thesupplierclearinghouse.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. Provide a copy of search records with GFE documentation.
2. The Contractor shall use SUB-Net to post subcontracting opportunities. The 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. Provide copy of the Display Solicitation Record with the GFE documentation.
3. The Contractors shall use MBDA web portal to post subcontracting opportunities. The 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. 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. Provide copy of search records with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Provide copy of search records with GFE documentation.

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

14.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days of 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
1010 SECOND AVENUE, 14TH FLOOR, MS 614C
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. K-18-15-84-DBB-3

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 of 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 **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

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

Civil Engineer or **Engineer of Work** shall refer to the California licensed Civil Engineer or consulting firm responsible for preparation of the grading plans, surveying and verifying as-graded topography.

Consultant shall refer to the soil engineering and engineering geology consulting firm retained to provide geotechnical services for the project.

Soil Engineer shall refer to a California licensed Civil Engineer retained by the Owner, who is experienced in the practice of geotechnical engineering. The Soil Engineer shall be responsible for having qualified representatives on-site to observe and test the Contractor's work for conformance with these specifications.

Engineering Geologist shall refer to a California licensed Engineering Geologist retained by the Owner to provide geologic observations and recommendations during the site grading.

Geotechnical Report shall refer to a soil report (including all addenda) which may include a geologic reconnaissance or geologic investigation that was prepared specifically for the development of the project for which these Recommended Grading Specifications are intended to apply.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

2-5.3.4 Supporting Information. To the "WHITEBOOK", ADD the following:

2. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.

ADD:

2-5.3.7 Samples and Mock-ups. To the "GREENBOOK", ADD the following:

You shall provide samples of the following materials in the quantities required for approval by City with coordination by the Landscape Architect. Materials shall be delivered 60 days minimum prior to their incorporation into the work.

1. Integral color concrete paving with integral color and light broom finish (4-ft. X 4-ft.), expansion joints, and scoring lines.
2. Pervious concrete base under poured-in-place rubber playground safety surfacing (4-ft. X 4-ft.) mockup.
3. Permeable Interlocking Pavers (4-ft. X 4-ft.) mockup.
4. Concrete Block Seating w/stamp (one block) with representative integral color, finish, and stamping.
5. Decomposed Granite
6. Catalog cuts sheets of all Scofield stamps to be utilized on seating blocks as specified
7. Shade fabric sample swatch (For play structure shade element)
8. Fencing material and color

ADD:

2-5.3.8 Specialty items. To the "GREENBOOK", ADD the following:

You shall provide one (1) complete set of Specialty Item information electronically to the City for approval. It shall include manufacturer's data sheets, testing information, color, texture and finish samples for all the following specialty items:

1. Playground safety surface: poured-in-place rubber (P.I.P.)
2. Playground safety surface: engineered wood fiber (E.W.F.)
3. Playground equipment

4. Site Furnishings (including, but not limited to, Drinking Fountain, Concrete Block Seating w/stamps, Bollards, Trash and Recycling Receptacles, and the Fence.
5. Photographs and nursery sources for all trees and shrubs
6. Photographs and nursery sources for all sod

2-5.4.2 Asset Specific Redlines. To the "WHITEBOOK", item 1, ADD the following:

1. Irrigation system Red-lines. ADD the following:
 - u) Dimensions for all installed remote control valve wire, flow sensor wire and master valve wire. Include number of spare wires at each location, and wire splice locations (if located other than inside remote control valve boxes and pull boxes).
 - v) Dimensions for all new pressure line tie-in locations to existing mainline.

2-7 SUBSURFACE DATA. To the "WHITEBOOK", ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
 - a) Geotechnical Investigation - Memorial Community Park Improvements dated February 9, 2017 by Geocon Incorporated.
5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/xdp2kxhbhnpam>

2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM. To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 - CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or

relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3

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

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3

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

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1

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

1. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.
2. City lab staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. You shall incur additional inspection costs outlined in 4-1.3.3, "Inspection of Items Not Locally Produced".
3. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
4. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.4 Inspection Paid For By the Contractor. To the "WHITEBOOK", ADD the following:

1. The special inspections required are listed as follows:
 - a) Play Equipment and Safety Surface
 - b) Concrete work 3000 psi or greater
 - c) Prefabricated Restroom

4-1.3.5 Special Inspection. To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

4-1.3.6 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.

4-1.6 Trade Names or Equals. 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 - UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix G** for more information on the protection of AMI devices.

5-6 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 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 20, ADD the following:

The **90** Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

ADD:

6-3.2.1.1 Environmental Document.

- 1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a **Notice of Exemption** and **Notice of Right to Appeal Environmental Determination** for **Memorial Community Park Playground ADA Upgrades**, Project No. **S16020**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** and **Notice of Right to Appeal Environmental Determination** as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

6-7.1 General. To the "WHITEBOOK", item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

ADD:

6-8.1.3 Site Observation Visits. To the "WHITEBOOK", ADD the following:

Observations herein specified shall be made by the City. You shall request site observations 48 hours minimum in advance of the time observation is required.

Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):

- 1. Prior to commencing grading, a preconstruction conference should be held at the site with the City, grading contractor, civil engineer, and landscape architect in attendance.

2. Review of paving and site furnishing samples.
3. Review and tagging of trees.
4. Review and approval of layout of concrete formwork.
5. Review of tot-lot subgrade, playground equipment placement, and location of equipment footings.
6. Review of existing irrigation systems, operation and coverage.
7. Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, automatic controller and sprinkler heads.
8. Review of operation of automatic irrigation valves, rain sensor and flow sensor.
9. Review of irrigation mainline, lateral line pressure tests.
10. Review of irrigation swing joint assembly installation.
11. Sprinkler coverage tests (provide automation from controller at time of test).
12. Review of playground safety surfacing wear-coat layer after placement and prior to being fully cured, when still able to be manipulated.
13. Upon delivery of plant materials to the project site.
14. When trees and shrubs are spotted in place for planting, but before planting holes are excavated. Where trees are proposed to be located within existing rotor irrigation zones, they must be spotted by the Landscape Architect according to providing sufficient distance from rotors.
15. Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
16. When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work shall establish the beginning of the maintenance and plant establishment period.
17. At the completion of the maintenance and plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **INSURANCE.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 **INSURANCE.**

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

7-3.1 **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.

7-3.2 **Types of Insurance.**

7-3.2.1 **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

7-3.2.2 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.

7-3.2.5 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.

7-3.3 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.

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

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document 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.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 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.

7-3.5.1.2 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.

7-3.5.1.3 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.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy 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.

7-3.5.5 Builders Risk Endorsements.

7-3.5.5.1 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.

7-3.5.5.2 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.

7-3.6 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.

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

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

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

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services (e.g., Design-Build, preparation of engineered Traffic Control Plans (TCP), and etc) by you, you

shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.

2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 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.

7-4.1. 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.

7-9 Protection and Restoration of Existing Improvements. To the "GREENBOOK", ADD the following:

You shall provide visual warning and control around the perimeter of the work. Provide safety orange, 36 inches high plastic mesh fencing supported by steel posts driven into ground.

ADD:

7-9.1 Tree Protection Barricades. To the "GREENBOOK", ADD the following:

You shall field identify all trees that are to be saved in their current locations with colored flagging tape for approval by City before any work is begun.

Prior to the commencement of any construction activities, you shall erect a 6-foot-high chain link fence with a 3-foot-high construction fence attached around the drip line of the tree or cluster of trees to protect the entire area within each Tree Protection Zone. The barricade fencing shall be erected outside of the drip line of the tree to be protected.

No material shall be stored nor shall equipment be permitted within the fenced area.

No pruning of the tree canopy shall be permitted without written recommendation of a certified arborist submitted and approved by the City.

No digging or excavation shall occur under the drip line of the tree unless authorized by the City.

Failure to properly protect the identified trees may result in charges against your account based on the assessed value of the tree and other damages once valued by a certified arborist.

You shall comply with all Tree Protection Notes on the plans.

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

2. Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 200 - ROCK MATERIALS

200-1.2.3 Permeable Paver Joint Filler. To the "GREENBOOK", ADD the following:

Permeable Paver Joint Filler shall be crushed rock approximately 1/8-inch to 1/4-inch size (#4 Stone) with 90% fractured faces, LA Abrasion < 40 per ASTM C 131, minimum CBR of 80% per ASTM D 1883.

Do not use rounded river gravel for vehicular applications.

All stone materials shall be washed with less than 2% passing the No. 200 sieve.

Joint/opening filler: conforming to ASTM D 448 gradation as shown in Table 1 below:

Table 1

ASTM No. 8 Grading Requirements

Bedding and Joint/Opening Filler

Sieve Size	Percent Passing
12.5 mm (1/2 in.)	100

9.5 mm (3/8 in.)	85 to 100
4.75 mm (No. 4)	10 to 30
2.36 mm (No. 8)	0 to 10
1.16 mm (No. 16)	0 to 5

200-2.7.1 General. To the “GREENBOOK”, ADD the following:

Decomposed granite (D.G.) shall be 4” depth stabilized ‘Desert Gold’ by Southwest Boulder and Stone, or approved equal. D.G. material shall be crushed granite rock screenings graded from 3/8-inch particles to dust. The material must comply with the following gradation:

Sieve Size	Percent Passing
3/8-inch	100
No. 4	95-100
No. 8	75-80
No. 16	55-65
No. 30	40-50
No. 50	25-35
No. 100	20-25
No. 200	5-15

Note: Gradation based on AASHTO T11-82 and T27-82.

The D.G. shall be uniform in color and texture.

Soil stabilizer shall be Marloc-SS by Southwest Boulder and Stone, or approved equal. Soil stabilizer shall be nonflammable concentrated polyvinyl acrylic copolymer with formulation containing a minimum of 60% solids which may be diluted for application at job site. After drying, the copolymer shall form a colorless transparent micro-plastic like film to agglomerate particles and allow exchange of air and moisture. The product shall have a minimum effective service life of at least two year, provided surface is maintained according to manufacturer’s recommendations. When cured, the copolymer emulsion shall not re-emulsify and shall be biodegradable and nontoxic to plant and animal life. After application and drying, a core of the treated section shall be able to maintain a portion of its shape, elasticity, and a portion of its strength after being submerged in water for a 24 hour period.

Contractor shall furnish, if required, signed copies of a compliance statement certifying that the copolymer complies with all governing specifications including weight per gallon, solids, PH, storage drum size, and stating name of trade name of copolymer. The stabilizing agent shall meet the following:

Color	White to off-white, colorless when cured
Form	Liquid
Weight	9.4 pounds per gallon
PH	4 to 5.05
Solids	60%
Flammability	Non-flammable
Flash point open cup	None
Storage life	Do not freeze. Repeated freezing and thawing will cause the product to break down.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

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

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

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

201-1.2.4(a) Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures. To the "GREENBOOK", ADD the following to Subparagraph a):

Integral Colored Concrete.

Admixture for all integral colored concrete shall be the following:

Admixture: Davis Color (Mix-Ready bags), or approved equal

Manufacturer: Davis Colors

1-800-356-4848

<https://www.daviscolors.com>

Color/ Finish: Standard Concrete Walkway: "Flagstone Brown #641" with light broom finish per section 303-5.5.

Color/ Finish: 8" Concrete Mow Curb: "Flagstone Brown #641" with light broom finish per section 303-5.5.

Sealer: Per SSP section 201-1.2.7.

Minimum Standards: ASTM C 494

ASTM C 979

AASHTO M 194

CRD C 87.

Prior to construction, provide concrete sample panel per Section 2-5.3.7 for all above color/finishes above for approval by City with coordination by the Landscape Architect.

Integral color shall consist of colored admixtures developed for use in ready mixed concrete. The product shall be made of the highest quality synthetic pigments, as well as other ingredients designed to enhance the color and improve the pigment dispersion, workability and finishing performance of the concrete.

Colored admixture shall be water-reducing, set controlling for horizontal or vertical architectural concrete that are compatible with a variety of finishes (broom finishes, sandblast finishes, smooth finishes.) Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.

Admixture products and procedures for installation shall be in strict accordance with the manufacturer's specifications and recommendations, and those published by the American Concrete Institute (ACI) and the Portland Cement Association (PCA).

ADD:

201-1.2.7 Concrete Sealers.

Concrete Sealer shall conform to the following specifications:

Product:	Davis Color Seal II with integral tint to match color Flagstone Brown #641, or approved equal
Manufacturer:	Davis Colors
1-800-356-4848	
	https://www.daviscolors.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:	Semi-gloss semi-transparent
Coating:	Uniform
Coverage:	300 Sq. Ft/Gal. for rough concrete; 400 Sq. Ft/Gal. for smooth concrete
VOC Content:	Meet ASTM C 309 Requirements <100g/L (0.82./gal.)
Second Coat:	Per manufacturer recommendations.
Drying Time:	Min. 24 hrs. foot traffic
Temperature:	Apply above 45°F, Store from 45°F - 120°F
Shelf Life:	1 Year

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.

You shall prepare concrete paving surfaces per manufacturer's specifications.

You shall apply sealer per manufacturer's specifications.

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

201-1.2.8 Concrete Stamps.

Concrete stamps shall be individual animal and leaf patterns.

- a) Product: Lithotex Pavecrafters concrete stamps, or approved equal.
- b) Manufacturer: Scofield; 1 (800) 800-9900; www.scofield.com
- c) Models: Stamp design models per plans and details, or approved equal.

ADD:

201-2.2.4 Tie Wire. Tie wire shall be 16 gauge, black annealed.

201-2.2.5 REINFORCING SUPPORTS. All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

201-3.4 Type "A" Sealant (Two-Part Polyurethane Sealant). To the "GREENBOOK", ADD the following:

You shall submit product data from the manufacturer of each joint sealant product required, including instructions for joint preparation and joint sealer application. Contractor shall also submit samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view. Samples shall be submitted to City. Submit complete schedule of type (and location where type is to be used) of each sealant.

Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

Provide color selections made by City from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.

FINISH

Finish joint material flush with concrete surface.

201-4.1.1 General. To the "GREENBOOK", ADD the following:

Curing compound shall be Dayton Superior Day-Chem Rez Cure (J-11-W), or approved equal.

SECTION 202 – MASONRY MATERIALS

202-4.2.1 Permeable Interlocking Concrete Paver. To the “WHITEBOOK”, ADD the following:
Permeable Interlocking Concrete Pavers shall conform to the following specifications:

Product: Hydrologic Permeable Pavers, or approved equal.
Style: Piatto (Flat Top)
Color: Brownstone
Size: 3.15-inches thick, equal quantities of Jumbo, Rectangle, and Square blocks.
Manufacturer: RCP Block and Brick
1-619-518-6853
Contact: Craig Finch, Architectural Representative

202-4.2.2 Crushed Stone Joint Filler and Bedding: To the “WHITEBOOK”, ADD the following:

Crushed Stone Joint Filler shall conform to the following specifications:

1. Crushed stone with 90% fractured faces, LA Abrasion < 40 per ASTM C 131, minimum CBR of 80% per ASTM D 1883.
2. Do not use rounded river gravel for vehicular applications.
3. All stone materials shall be washed with less than 2% passing the No. 200 sieve.

ADD:

202-4.4 Edge Restraints: To the “WHITEBOOK”, ADD the following:

Edge restraints shall be existing pavement, where applicable, and/or concrete curbs conforming to SSP Section 201-1.1.2.

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD:

206-8 ALUMINUM ORNAMENTAL FENCE: To the “WHITEBOOK”, ADD the following:

206-8.1 Manufacturer

The ornamental fence system shall conform to Ameristar's Echelon Plus aluminum ornamental fencing, Majestic 3-rail style with ring option manufactured by Ameristar Perimeter Security USA Inc., in Tulsa, Oklahoma, or approved equal.

206-8.2 Material

- a) Aluminum material for fence framework (i.e., tubular pickets, rails and posts) shall conform to the requirements of ASTM B221. The aluminum extrusions for posts and rails shall be Alloy and Temper Designation 6005-T5. The aluminum extrusions for pickets shall be Alloy and Temper Designation 6063-T6.
- b) Pickets shall be 5/8" square x .050" thick. Horizontal rails shall be 1" x 1-1/8" Forerunner™ channel with .055" thick top & internal web wall, and .072" thick side walls and shall be punched to allow picket to pass through the top of the rail. The Forerunner rail shall be constructed with an internal web insert providing a raceway for the pickets to be retained with a 1/8" retaining rod. Fence posts and gate posts shall meet the minimum size requirements of Table 1.
- c) Accessories: Aluminum castings shall be used for all post caps, scrolls, finials, and other miscellaneous hardware. Hinges and latches shall be fabricated from aluminum, stainless steel or composite materials.
- d) Include ring option at top rail.

206-8.3 Fabrication

- a) Pickets, rails and posts shall be pre-cut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper raceway of the ForeRunner rails (Note: This can best be accomplished by using an alignment template). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the pre-drilled holes in each picket, thus completing the panel assembly. Panels to be preassemble by manufacturer. Fence posts shall meet the minimum size requirements of Table 1.
- b) The manufactured framework shall be subjected to the Ameristar thermal stratification coating process (high-temperature, in-line, multi-stage, and multi-layer) including, as a minimum, a six-stage pretreatment/wash and an electrostatic spray application of a polyester finish. The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be blue. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

Table 1 - Minimum Sizes for Echelon Posts	
<u>Fence Posts</u>	<u>Panel Height</u>
2" x 2" x .060"	Up to 6' Height
<u>Gate Leaf</u>	<u>Gate Height</u>
	Up to & Including 4'
N/A	N/A

Table 2 - Coating Performance Requirements		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Adhesion	D3359 - Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 1000 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822, D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 - Echelon - Post Spacing (punched posts)	
Span	
Post Size	2"
Post Settings	72" o.c.
*Note: When using swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.	

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 **Stones, Boulders, and Broken Concrete.** To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

ADD:

SECTION 219 – SITE FURNISHINGS, PLAYGROUND EQUIPMENT, AND PLAYGROUND SAFETY SURFACING

219-1 **PLAYGROUND EQUIPMENT**

219-1.1 **Play Structures**

Play Structures shall conform to these Special Provisions. Products identified with "OR AN APPROVED EQUAL" have been specifically designed for this project or have had areas specifically designed to accommodate them and substitutions shall not be allowed without written approval from the City.

Due to the complexity of the main playground play structures, the Contractor shall list various manufactures as subcontractors for the installation of the play structure with specific license requirements of C-61 - D-34. Written approval from the City shall be required before alternative installation procedures or subcontractors are used.

The design of the play structures is specified for user age groups, the configuration of the play space, and Americans with Disabilities Act (ADA)/Title 24/Consumer Product Safety Council requirements. Special features of the system include consideration given to safety zone requirements.

The 2- to 5-year-old play structure requires a safety zone of 40'-10" wide x 31'-5" long for the specified product, and the 5- to 12-year-old play structure requires a safety zone of 40'-11" wide x 42'-2" long for the specified product. Safety zones are established by a number of criteria including fall height; separation of individual activities; transition points; and existing site constraints. Additionally, the specified 2- to 5-year-old play structure product has actual size dimensions of 30'-10" wide x 30'-5" long, and the 5- to 12-year-old play structure has actual size dimensions of 39'-11" wide x 31'-2" long.

Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.

All clamps, T's and deck hangers shall carry a LIFETIME WARRANTY. All post caps shall carry a 25 YEAR WARRANTY. All posts shall carry a 15 YEAR WARRANTY. All decks, rails and loops shall carry a 10 YEAR WARRANTY. These criteria combined are considered consistent components within the overall product.

By Landscape Structures, Inc.

Delano, MN 55328

(612) 972-3391

(612) 328-0035

"OR APPROVED EQUAL"

Contact: Gregg Rogers: (714) 619-0100

The contract price for the Play Structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the Play Structures as shown on the plans, and as specified in these special provisions and as directed by the City, including clean - up, repairs, and guarantees.

219-1.2 Freestanding Play Equipment

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all freestanding play equipment as listed on the Materials Plan. Location of all freestanding play equipment shall be approved by the City.

Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.

By Landscape Structures, Inc.

Delano, MN 55328

(612) 972-3391

(612) 328-0035

"OR APPROVED EQUAL"

Contact: Gregg Rogers: (714) 619-0100

219-1.3 Performance Requirements

Safety: Safety surfacing within playground equipment zones shall meet or exceed the performance of CPC and ASTM F 1292 that a surface yield both a peak declaration of now more than 200 g's, and a Head Injury Criteria (HIC) value of no more than 1,000 for a head first fall from the highest accessible portion of play equipment being installed as shown on drawings.

Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by a certificate of compliance.

219-1.4 Accessibility

Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI0 Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (9ADAAG) 28 DFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met with children's outdoor play areas.

Safety surfaces intended to serve as accessible paths of travel for persons with disabilities shall be fire stable and slip resistant, and shall meet the requirements of FED-STD-795, 28 CFR Part 36, ASTM F1487, and ASTM F 1292.

219-2 SITE FURNISHINGS

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.

All furnishings shall be as listed on the Materials Plan

1. Drinking Fountain
2. Concrete Block Seating

3. Trash Receptacle
4. Recycle Receptacle
5. Fence

Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.

Drinking Fountain shall conform to the San Diego Standard Drawings for Public Works Construction No. SDM-107 and these Special Provisions.

Drinking Fountain on concrete slab shall be Model No. 3500 with Blue Stainless Steel finish, as manufactured by Haws Drinking Faucet Company or an approved equal. Include Haws optional galvanized mounting anchors Model No. MTG.3501, or approved equal.

Concrete Block Seating Contractor shall construct custom concrete block seats as indicated on plans and details, and per these Special Provisions.

Trash Receptacle Trash and Recycling Receptacles shall be model 508 Square Receptacle with Top; as manufactured by Outdoor Creations, Inc, or approved equal.

Individual waste and recycling receptacles.

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Final product shall be reinforced with #4 and #5 rebar grid.
3. Product is cast in 1-piece with no assembly required.
4. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
5. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
6. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
7. Trash and recycle receptacles shall be supplied with manufacturer applied Nano non-sacrificial anti-graffiti coating.

The contract price paid for Site Furnishings shall include full compensation for

furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Site Furnishings and minor concrete complete in place, and no additional compensation will be allowed therefore.

Fence shall be Echelon Plus Majestic 3-rail with ring option as manufactured by Ameristar, 1-888-333-3422; www.ameristar.com, or approved equal per 206-8.

Anti-Graffiti Coating shall be as manufactured by Monopole, Inc. Materials shall be applied to concrete block seating as specified below and per manufacturer's specifications for coverage:

- 1st Coat: Aquaseal ME12 (Item 5200)
- 2nd Coat: Permashield Base (Item 6100)
- 3rd Coat: Permashiel Premium (Item 5600 for matte finish or Item 5650 for gloss finish)
- 4th Coat: Permashield Premium (Item 5600 for matte finish or Item 5650 for gloss finish)

219-3 PLAYGROUND SAFETY SURFACING MATERIALS

219-3.1 Material Types

219-3.1.1 Synthetic Safety Surface (Tot-lot Surfacing: Poured-in-Place Rubber over Safety Cushioning)

Surfacing for tot lot play shall be poured-in-place rubberized safety surface, and shall meet the requirements of CPSC and ASTM for play areas. Only aliphatic polyurethane binder shall be used. Aromatic polyurethane binder is not acceptable. Poured-in-Place Rubber Safety Surfacing shall include a color wear layer and a cushion layer.

Synthetic surfacing shall consist of an impact attenuating substrate and wear surface bonded to produce unified system. Synthetic surfacing shall consist of a uniform material manufacturer in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.

- a. Impact Attenuating Substrate: Substrate shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in substrate. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.
- b. Poured-in-Place Wear Surface: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with a polyurethane

binder formulated to produce an even, uniform surface. EPDM particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 50-70, not less than 25 % rubber hydrocarbons. EPDM shall be peroxide cure. Size of rubber particles shall not be less than 1 mm nor greater than 3 mm across. Binder shall not be less than 15 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles, thickness of wear surface shall be a minimum 10 mm (3/8-inch). The wear surface shall be porous.

- c. Binder: Binder for synthetic surfacing shall be non-toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenyl isocyanate (MDI) or as recommended by the manufacturer. No toluene diphenyl isocyanate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5 lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.
- d. Color wear layer may be EPDM or TPV.
- e. Cushion layer shall be SBR or approved equal.

219-3.1.2 Engineered Wood Fiber (E.W.F.)

E.W.F. shall be manufactured of ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction. E.W.F. shall have minimal bark and to be free of twigs, leaf debris and other organic material, and be non-flammable. Product depth, after installation, must be in accordance with the procedure described in ASTM F1292 and meet guidelines for critical height as set forth by the Consumer Product Safety Commission for use of wood products for protective surfacing.

E.W.F. shall be

Tot Turf Engineered Wood Fiber by Robertson Recreational Surfacing a PLAYCORE Company.

1(800) 858-0519

"OR APPROVED EQUAL"

E.W.F. may be installed over compacted earth. If it is deemed that additional drainage is necessary, a layer of gravel can also be a suitable substrate.

219-3.2 Definitions

EPDM granules: EPDM rubber (ethylene propylene diene monomer (M-class) rubber), a type of synthetic rubber, is an elastomer characterized by a wide range of applications. The M refers to its classification in ASTM standard D-1418; the M class

includes rubbers having a saturated chain of the polymethylene type.

Engineered Wood Fiber: product manufactured of ground wood fiber comprised of softwoods and/or hardwoods, consisting of randomly sized wood fibers, the majority of which do not exceed 2" in length and no more than 15% fines to aid in compaction. Product is to have minimal bark and be free of twigs, leaf debris and other organic material, and be non-flammable.

Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.

Fall Height: Fall height is a measurement defined as the "vertical distance between a designated play surface and the protective surfacing beneath it.

TPV: Thermoplastic Vulcanized Elastomer. Developed using resin and synthetic rubber with higher UV stabilization.

E.SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene.

219-3.3 Qualifications

Prospective manufacturers and/or installers of the poured-in-place safety surfacing system should be required to comply with the following:

- 1 The manufacturer must be experienced in the manufacturing of a poured-in-place safety surfacing system and provide references of five (5) specific installations in the last three (3) years.
- 2 The installer must provide competent workmen skilled in this specific type of poured-in-place safety surfacing system installation. The designated supervisory personnel on the project must be competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly.
- 3 Manufacturer should provide written instructions for recommended maintenance practices.
- 4 Manufacturer should submit color samples for customer verification. Color samples shall be 6" x 6" of ½" top wear course layer with aromatic or aliphatic binder – per the City; or 8 oz. clear plastic jars with specified colored granules. Sample submittal format per City.

219-3.4 Submittals

The following shall be submitted:

- a) Manufacturer's descriptive data and installation instructions, including cleaning and preventative maintenance instructions.

- b) Drawings showing shop details of the safety surfacing system, including depths of materials, anchoring system, and edge details.
- c) A list of all materials and components to be installed as part of the system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.
- d) Statement signed by an officer authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head first fall from the highest accessible portion of specified playground equipment. The statement shall provide the name, address, and telephone number of the testing company, the date of the test, and the test results.
- e) Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer's employees and that Playground surfacing installation shall not be performed by subcontractors, "Certified Licensed Applicationers" or anyone not employed full time by the Manufacturer. Contractor must have a current California Contractor's License No. C61-D12, synthetic surfaces.
- f) A Certificate of Insurance, shall be provided by manufacturers of synthetic safety surfacing for use as safety surfacing, covering both product and general liability, of not less than \$1,000,000. The issuing underwriter shall be AA rated.
- g) Sample of safety surface for review, minimum size 150 (6 inches) 6 inches by 1500 mm (6 inches) proposed for this project.
- h) Two copies of color charts displaying manufacturer's color selections and finishes proposed for use. Colors shall be as shown on Materials Plans.

219-3.5 IDEMA Certifications and ASTM Testing Standards

The Poured-in-Place Rubber Over Safety Cushioning safety surfacing must meet the following standards:

1. Installation of safety surfaces shall be in accordance with ASTM F1951 – Determination of accessibility of surface systems under and around playground equipment and ASTM F1292 for Impact Attenuation of surface system under and around playground equipment.
2. The poured-in-place system and the E.W.F. shall be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.

The Poured-In-Place safety surfacing must meet IPEMA Certification specific to poured-in-place safety surfacing, and specific to ½" layer of 1-3mm EPDM over cushion layer. 0.5mm TPV or EPDM. Manufacturer must provide proof of certification as

follows: "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

ASTM standards for Poured-in-Place rubber safety surfacing must be met as follows:

1. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
2. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
3. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
4. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
5. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. 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
7. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

The E.W.F. must meet IPEMA Certification specific to engineered wood fiber surfacing. Manufacturer must provide proof of certification as follows: "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at <https://ipema.org>."

ASTM standards for Engineered Wood Fiber must be met as follows:

1. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
2. ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

219-3.6 Warranty and Maintenance

1. The bidder and/or poured in place safety surfacing manufacturer must provide the following:
2. The poured in place safety surfacing manufacturer should provide a warranty

to the owner that covers defects in materials and workmanship of the rubber for a period of FIVE (5) years from the date of Substantial Completion. Engineered wood fiber shall be warrantied for a minimum of FIFTEEN (15) years.

3. The manufacturer's warranty should include general wear and tear. The warranty should specifically exclude vandalism, high heel punctures, acts of war or acts of nature beyond the control of the owner or the manufacturer.
4. All poured in place warranties should be limited to repair or replacement of the affected areas and should include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures.
5. The manufacturer should instruct the owner's personnel on proper maintenance and repair of the safety surface.

219-3.7 Quality Assurance and Compliance

Safety surfaces must meet the following quality assurance standards:

1. Accessibility of Surface Systems -ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.
2. Impact Attenuation -ASTM F1292-04: Impact attenuation of surface systems under and around playground equipment.
3. Standard for Engineered Wood Fiber -ASTM F2075-04: Minimum characteristics for those factors that determine particle size, consistency, purity and ability to drain.

219-3.8 Delivery, Storage, and Handling

Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

ADD:

SECTION 220 – COMFORT STATION

220.1 The Comfort Station shall be Prefabricated Restroom Building.

By Public Restroom Company
Minden, NV 89423
(888) 888-2060
"OR APPROVED EQUAL"

Contact: Chad Kaufmann

SECTION 300 - EARTHWORK

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

It shall be the sole responsibility of the Contractor to provide adequate equipment and methods to accomplish the work in accordance with applicable grading codes or agency ordinances, these specifications and the approved grading plans. If, in the opinion of the Consultant, unsatisfactory conditions such as questionable soil materials, poor moisture condition, inadequate compaction, and/or adverse weather result in a quality of work not in conformance with these specifications, the Consultant will be empowered to reject the work and recommend to the Owner that grading be stopped until the unacceptable conditions are corrected.

Clearing and grubbing shall consist of clearing natural ground surfaces of all trees, shrubs, vegetation and objectionable materials within the limits of construction in accordance with the provisions of Section 300-1, "Clearing and Grubbing," of the Standard Specifications and in accordance with the plans with these Special Provisions and as directed by the City.

Clearing shall consist of complete removal above the ground surface of trees, stumps, brush, vegetation, man-made structures, and similar debris. Grubbing shall consist of removal of stumps, roots, buried logs and other unsuitable material and shall be performed in areas to be graded. Roots and other projections exceeding 1½ inches in diameter shall be removed to a depth of 3 feet below the surface of the ground. Borrow areas shall be grubbed to the extent necessary to provide suitable fill materials.

Clearing and grubbing shall also include the removal and disposal of all miscellaneous concrete, pavement, pipes, hardware, timber, rubble or any other objectionable material encountered beneath the ground surface as a result of grading or trenching operations connected with the construction of the project improvements.

Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities so indicated on the plans.

In addition to the above items, clearing and grubbing shall include, but not limited to the following items as shown on the plans or specified in these Special Provisions:

- a) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of at a site obtained by the Contractor.
- b) Provide continuous pedestrian and driveway access adjacent to the project area, and as directed by the City.
- c) Minor grading for swales and drainage control.
- d) Sawcutting of concrete at joints and construction limits and the removal and disposal of concrete and base.

- e) Protection of existing and relocated utility structures prior to and during construction of proposed improvements.
- f) Removal and disposal of pipe, ditches, protection posts, guardrail, inlets, trees, stairways, and any additional items not specifically mentioned which may be found within the work limits.
- g) Furnishing and applying water during construction.
- h) Maintenance of project appearance.
- i) Control of water and dewatering during construction.
- j) Clean-up of project upon completion of work.
- k) Adjustment to grade of miscellaneous items such as drainage inlets, utility boxes, valves, manholes, pullboxes, interfering portions of storm drain pipes, posts.

The Contractor shall protect all existing structures or facilities which are adjacent to, or fall within, the limits of the work to be done under this contract in accordance with Section 7-9 and 300-1 of the Standard Specifications. This item shall also include those structures and facilities which the plans show or these Specifications indicate to be protected. Any structure or facility to be protected which is damaged as a result of the Contractor shall be repaired or replaced at his cost, to the satisfaction of the City.

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.

All material removed from the site shall be disposed of at the Contractor's expense at a site approved by the City.

Clearing and grubbing shall also include mobilization. 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.

Any asphalt pavement material removed during clearing operations should be properly disposed at an approved off-site facility. Concrete fragments which are free of reinforcing steel may be placed in fills, provided they are placed in accordance with these specifications.

300-1.3.1 General. To the "GREENBOOK", ADD the following:

Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit to Excavate" will be valid. For

your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert	811
Police	(619) 744-9500
Streets	(619) 527-7500
Storm Drainage	(619) 235-1000
Water and Sewer	(619) 515-3525
San Diego Gas & Electric	(800) 411-7343

Grading should be performed in conjunction with the observation and compaction testing services of Geocon Incorporated. Fill soil should be observed on a full-time basis during placement and tested to check in-place dry density and moisture content.

Site preparation should begin with removal of all deleterious material and vegetation. The depth of removal should be such that material exposed in cut areas or soil to be used for fill is relatively free of organic matter. Deleterious material generated during stripping and/or site demolition should be exported from the site.

Existing area drain pipes, and buried utility lines should be completely removed. All demolished material generated during removal should be exported from the site.

300-1.3.2 Requirements. To the "GREENBOOK", ADD the following:

6. 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.
7. The work includes demolition of removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the City. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas specified by the City.
8. 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.
9. Protection: The Contractor shall protect existing work which is to remain in place, that is to be re-used, or which is to remain the property of Owner by temporary covers, shoring, bracing, and supports. 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.

10. Personnel: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the City prior to beginning any such work.
11. Explosives: Use of explosives will not be permitted.

ADD:

300-1.3.3 Execution: To the "GREENBOOK", ADD the following:

- a) Paving: Remove concrete and asphaltic concrete paving as indicated to a depth as indicated.
- b) Concrete: Where concrete work is to be removed, saw cut concrete along straight lines to a depth of not less than two inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, it shall be ground smooth or the sawcut shall be made entirely through the concrete.
- c) Filling: Fill holes and other hazardous openings in accordance with Section 300 "Earthwork".
- d) Title to Materials: Title to all materials resulting from demolition, and all materials and equipment to be removed, is vested in the Contractor upon approval by the City of the Contractor's demolition and removal procedures, and authorization by the City to begin demolition. The City will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on or near the site.
- e) Re-use of materials and equipment: Carefully remove and store materials and equipment indicated to be re-used or relocated to prevent damage, and reinstall as the work progresses.
- f) Salvaged Materials and Equipment: Contractor to carefully remove materials and equipment that are designated to be removed on the plans.
- g) Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent roads.

- h) Regulations: Comply with federal, state and local hauling and disposal regulations.
- i) Hazardous Materials: In the event that Hazardous Materials such as contaminated soil, underground tanks, or asbestos is found or identified during excavation for foundation or conduit installation, follow the procedures detailed in "WHITEBOOK" 7-22.

300-2.1 General. To the "GREENBOOK", ADD the following:

In general, the on-site soils are suitable for reuse as fill if free from vegetation, debris, and other deleterious matter.

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

Unclassified Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the City.

The contractor shall be required to prepare their own earthwork for bidding and construction purposes. Any reference to earthwork quantities on the plans is strictly for bonding or permitting purposes and shall not be used by the contractor for a price basis. No additional compensation for excavation, embankment, import, or export of material shall be allowed.

Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the City.

ADD:

300-12 FINISH GRADING. To the "GREENBOOK", ADD the following:

Finish grades shall be measured at the top surface of materials.

The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.

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.

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.

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

ADD:

301-1.2.1 Decomposed Granite Preparation and Compaction

Do not install DG work during rain or when rain is expected during a 24-hour period. Do not apply soil stabilizer when the ambient temperature is lower than 40-degrees F or higher than 80-degrees F, or during periods of high wind.

Prepare and compact subgrade and base under all D.G. to 95% relative compaction, eliminating any wet or unstable areas, prior to placement of D.G.. Treat compacted subgrade with pre-emergent herbicide, as recommended by certified pest control advisor.

Evenly spread the D.G. over the area of concern, and grade and smooth. Thoroughly water the entire area so that the entire depth of the material is moist, and mix solidifying emulsion thoroughly and uniformly throughout the D.G. per the manufacturer's recommendations, prior to compaction. Prevent runoff or overspray of soil stabilizer onto adjacent paved or planting areas.

Roll the area with approximately 1000-3000 lbs. of weight. Allow the finished surface sufficient time to dry prior to use. Minimum compaction for D.G. surfaces shall be 95% relative compaction.

D.G. shall be placed to a minimum depth of 4" compacted, and the surface must be level with grades and slope gradients per plans, smooth, and uniformly compacted. The finish grade shall be even between the headers with no humps or depressions after the compaction. The Contractor shall provide compaction tests as required by the City.

DG area(s) shall be protected from traffic until entire thickness is completely dry, minimum 72 hours.

301-1.2.2 Comfort Station Pad Preparation and Compaction

In the area of the new comfort station structure, undocumented fill shall be removed to a depth of three (3) feet below finish pad grade or one (1) foot below the deepest footing element, whichever results in a deeper excavation. Removal shall extend a horizontal distance of at least three (3) feet outside of the pad limits. Pad area shall be backfilled with structure backfill per 217-3, "Structure Backfill", to meet subgrade elevation requirements. Backfill shall be compacted to 95% relative compaction in three (3) lifts.

SECTION 302 - ROADWAY SURFACING

302-7.4 **Payment.** To the "WHITEBOOK", item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.5.3 **Walk.** To the "GREENBOOK", 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 a maximum of 1.5 percent measured at right angle to the edge of paving.

Following placing, the concrete shall be screeded to the required grade, tamped to consolidate the concrete and to bring a thin layer of mortar to the surface, and floated to a smooth, flat, uniform surface. The concrete shall then be edged at all headers, given a preliminary troweling and provided with weakened plane joints.

Walk shall be steel troweled to a smooth and even finish. All formed edges shall be rounded to a radius of 1/4 inch.

Expansion joints shall be placed every 15 feet and shall be filled with Premolded Joint Filler: Nonextruding and Resilient Filler (Bituminous) (ASTM D1751).

After broom finishing is complete, and while concrete is still wet and pliable, concrete paving around Concrete Block Seating areas shall be stamped in accordance with 303-6.

Scoring lines, where required, shall have a minimum depth of 1/4 inch (6 mm) and a radius of 1/8 inch (3 mm). When longitudinal scoring lines are required, they shall be parallel to, or concentric with, the lines of the work. Walk 20 feet (6 m) or more in width shall have a longitudinal center scoring line. In walk returns, one scoring line shall be made radially midway between the BCR and ECR. When directed by the Engineer, longitudinal and transverse scoring lines shall match the adjacent walk. The Contractor shall have sufficient metal bars, straightedges, and joint tools on the Work site.

If the continuous sidewalk length equals a block or more, your name and the year in which the improvements is constructed shall be stamped therein to a depth of 1/4 inch (6.4 mm) in letters not less than 3/4 inch (19.1 mm) high, at a location determined by the Engineer.

You shall coordinate the root pruning activities in accordance with 801-7, "Maintenance of Existing Trees".

Upon final curing walk surface shall meet or exceed a static coefficient of friction of 0.6 wet and approximately 0.8 dry. Finished surface shall meet ADAAG 4.5 requirements for paving.”

ADD:

303-5.5.6 Concrete Block Seating: To the “GREENBOOK”, ADD the following:

Concrete block seating elements shall be constructed as indicated on the plans. Dimensions shall conform to dimensions indicated on plans and details. Reinforcement shall be as indicated on plans and details.

1. Vertical Surface Finishing (Sides) – Cork Float Rubbed Finish
 - a) Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Remove fins and other projections exceeding specified limits on formed-surface irregularities. Repair and patch tie holes and defects.
 - b) Apply the following Cork-Floated Finish to the Smooth-Formed Finish: Wet concrete surfaces and apply a stiff grout. Mix one-part Portland cement and one-part fine sand with a 1:1 mixture of bonding agent and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match surrounding concrete. Cover entire surface and compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.
2. Horizontal Surface Finishing (Top)
 - a) Float Finish: Consolidate surface by hand floating. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smoot, granular texture.
 - b) Smoot Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand trowel. Continue passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
 - c) Stamping: After trowel finish is achieved, stamp top surfaces in accordance with 303-6 and the approve mock-ups.

ADD:

303-5.5.7 Concrete Mow Curbs: To the “GREENBOOK”, ADD the following:

Concrete Mow Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-3250, cast in place using smooth forms set to provide the smooth radius

curves as indicated on the plans. Reinforcing bar shall conform to section. Top surface of mow curb shall be light broom finish with troweled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

303-6.3 **Pattern.** To the "GREENBOOK", ADD the following:

Apply stamps in accordance with manufacturer's instructions at locations indicated on the plans.

Press stamps in accordance with manufacturer's instructions into concrete that has been broom finished per 303-5.5, and has reach plastic stage desirable for imprinting.

SECTION 304 -METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the "WHITEBOOK", REVISE section "304-5" to "304-6".

ADD:

304-6 **ALUMINUM ORNAMENTAL FENCE**

304-6.1 **Preparation**

All new installation shall be laid out by the contractor in accordance with the construction plans.

304-6.2 **Fence Installation**

Fence post shall be spaced according to SSP Section 206-8.3, Table 3. For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panel rails shall be inserted into punched posts and affixed with fasteners. Posts shall be set in concrete footers per manufacturers recommended (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

304-6.3 **Fence Installation Maintenance**

When cutting/drilling rails or posts adhere to the following steps to seal the exposed surfaces; 1) Remove all metal shavings from cut area. 2) Apply custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1 & 2 above will negate warranty. Ameristar spray cans or paint pens shall be used to finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

304-6.4 Cleaning

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

ADD:

SECTION 318 – PROTECTION OF WORK

During construction, the Contractor shall properly grade all excavated surfaces to provide positive drainage and prevent ponding of water. Drainage of surface water shall be controlled to avoid damage to adjoining properties or to finished work on the site. The Contractor shall take remedial measures to prevent erosion of freshly graded areas until such time as permanent drainage and erosion control features have been installed. Areas subjected to erosion or sedimentation shall be properly prepared in accordance with the Specifications prior to placing additional fill or structures.

After completion of grading as observed and tested by the Consultant, no further excavation or filling shall be conducted except in conjunction with the services of the Consultant.

SECTION 319 – SITE FURNISHINGS, PLAYGROUND EQUIPMENT, AND PLAYGROUND SAFETY SURFACING

319-1 INSTALLATION OF SAFETY SURFACING

319-1.1 Project/Site Conditions

Synthetic safety surfacing shall be installed on dry sub surfaces, with no prospect of rain within the initial drying period, at temperatures recommended by the manufacturer.

319-1.2 Sequencing and Scheduling

Safety surfacing shall be installed after the playground equipment is installed. The installation shall be coordinated with playground equipment and site furnishings installation.

319-1.3 Site preparation and requirements

Subgrades must be free of stones, roots, and other vegetation.

Finished Grade: Verify that finished elevations of adjacent areas are as indicated on the drawings and safety surfacing manufacturer's direction, that the subgrade elevation has been established for the safety surface to be installed, and that the subsurface has been installed in a true, even plane, and sloped to drain as indicated on drawings. Verify that all surface irregularities have been corrected.

Subsurface: Tolerance of compacted subgrade shall be within 3 mm (1/8-inch) 1/8-inch in 3050 mm (10 feet) 10 feet. Tolerance of aggregate subsurface shall be within 10 mm (3/8-inch) 3/8 inch in 3050 mm (10 feet) 10 feet. Verify that aggregate subsurface have been fully compacted to 95 percent.

Subgrade preparation shall follow the requirements of 301-1 "Subgrade Preparation".

Drainage: Verify that subsurface drainage has been installed to provide positive drainage.

Install permeable concrete slab as indicated on the plans and per 303-8, "Pervious Concrete".

319-1.4 Synthetic Safety Surface Installation

319-1.4.1 Poured-in-Place System

Components of the poured-in-place safety surface system shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturer's recommendations. Installation of poured-in-place surfacing shall be seamless and completely bonded to subsurface. Material shall cover all foundations and fill around all elements penetrating the surface.

319-1.4.2 Poured-in-Place Substrate Cushion layer

Whenever practical, the cushion layer of poured-in-place surfacing material shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new substrate can be placed before the adhesive dries.

319-1.4.3 Poured-in-Place Color Wear Surface

The Color Wear Surface shall be bonded to the cushion layer. Apply adhesive to substrate in small quantities so that wearing surface can be applied before adhesive dries. Surface shall be hand trowled to a smooth, even finish. Pour shall be continuous and seamless.

319-1.4.4 Thickness

Construction methods, such as use of measured screeds 1/16-inch thicker than the required surfacing depth, shall be employed to ensure 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.

319-1.4.5 Clean-up

Do not allow adhesives on adjacent surfaces. Immediately clean up spills or excess adhesives.

319-1.4.6 Protection

The synthetic safety surface shall be allowed to fully cure in accordance with manufacturer's instructions. The surface shall be protected from all traffic during the curing period for 48 hours or as instructed by the manufacturer.

319-1.4.7 Manufacturer's Service

For synthetic safety surfacing services of a manufacturer's representative who is experienced in installation of the specified playground safety surface shall be provided. The representative shall supervise the installation to ensure that the safety surfacing meets the impact attenuation requirements as specified herein.

The contract price for unitary rubber surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing unitary rubber surfacing as shown on the plans, and as specified in these special provisions and as directed by the City, including clean-up, repairs, and guarantees.

319-1.5 Engineered Wood Fiber (E.W.F.) Installation

1. Install the E.W.F. to the proper depth, mounding in the center of the play areas of the playground. Provide enough extra material to allow for compaction. The manufacturer recommends using a small front-end loader and manual spreading. The front-end loader should not travel on the fabric or turn sharply on the E.W.F.
2. You shall install all the material delivered. The material will be several inches above grade until it compacts. Saturating the initial load with water will help with compaction.
3. Install wear mats in excessive wear areas, such as slide exits, under swings, and sliding poles as directed by the City. Periodical adjustments of E.W.F. are required under slides, swings and other concentrated use zones. Installing wear mats in these areas will help control displacement in these high use zones.
4. For a smooth finished surface, hand rake. After two weeks of active use, surface should be raked again.
5. You shall maintain the fiber at the initial installation depth during the project's guarantee period to avoid voiding the manufacturer's warranty.

320-1 GENERAL, SPECIFICATIONS AND CLARIFICATION OF PREFABRICATED BUILDING AND SITE INSTALLATION

1. This portion of the bid specifications does not follow the CSI standard format as the prefabricated structure in this bid is an offsite constructed "product" and not "typical" general construction.

2. The installation of the product on site is general construction, which must be coordinated between the general contractor and the subcontractor. Specifications for the building foundation/pad shall be provided herein by the specified design/build subcontractor. Due to the responsibility of the specified building subcontractor for architecture, engineering and a five-year warranty, the site pad/foundation must meet the subcontractor's design so the pad and building can be considered from a single source for warranty purposes. The subcontractor must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

320-5 GENERAL CONTRACTOR COORDINATION WITH DESIGN/BUILD SUBCONTRACTOR

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

320-6 GENERAL CONTRACTOR, GENERAL SCOPE OF WORK

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

320-7 PREFABRICATED RESTROOM BUILDING, GENERAL SCOPE OF WORK

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

turnkey, on a general contractor prepared pad per the drawings included in this bid.

320-8 LICENSING

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

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

320-9 BID STANDARD FOR THE PREFABRICATED RESTROOM BUILDING

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

320-10 PUBLIC RESTROOM COMPANY

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

Contact: Chad Kaufman, VP of Sales and Marketing
Phone: 888-888-2060 ext. 109
Fax: 888-888-1448
Email: chad@publicrestroomcompany.com
Web: www.publicrestroomcompany.com

1. Pre-cast structures are not acceptable

320-11 "OR EQUAL RESTROOM DESIGN/BUILD SUBCONTRACTORS"

The City of San Diego may also allow other firms to become qualified to bid, but any firms so authorized to bid must fully comply with these bid specifications and plans, or be subject to post bid rejection. In order to provide full and open competition, other firms may request approval as an "or equal", however the Contractor must provide

separate line item pricing for the “or equal” restroom in addition to pricing for the “specified” restroom. The City of San Diego will decide which restroom product they want, and not jeopardize the Contractors bid if and when presenting an “or equal” solution.

- a) Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
- b) Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
- c) Or Equal applicant shall provide with their bid submission, manufacturer’s certification of test compliance from a national independent testing laboratory (within the past year) to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C39 and #C642, respectively.
- d) Or Equal applicant must provide a list of every building they designed and built over the last 3 years utilizing the same building materials/systems design criteria as published in this bid. Provide date of building bid, date of completion, and most knowledgeable owner contact.
- e) Or equal applicant shall provide certification of the special insurance required in this bid.
- f) Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.
 1. The City of San Diego or their consultant will be solely responsible for the decision to accept or reject the “or equal” submission.

320-12 CERTIFICATE OF OFF-SITE INSPECTION AND CONSTRUCTION COMPLIANCE, PROVISION FOR MAINTENANCE MANUALS, AND WARRANTY

1. The off-site restroom construction requires that a licensed third party inspection firm provide the owner and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meet and or exceed the approved plans and applicable codes.
2. At the project conclusion, the building subcontractor shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location

of manufacturers of key components for replacement parts together with final as-built plans, and a five (5) year warranty to the owner or general contractor.

320-13 SITE SCOPE OF WORK BY GENERAL CONTRACTOR

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

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

320-14 CONNECTION TO UTILITIES

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

320-15 CONCRETE SLAB, REQUIRED INDEPENDENT TESTING LABORATORY CERTIFICATION

1. The prefabricated building slabs special concrete technology claims to be water and urine resistant for life due to special additive technology. The building subcontractor must furnish a test certification of compliance from a

national independent testing laboratory to support the claim for absorption resistance. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C642 and #C39 respectively. Since this non-absorbency capability is so significant, the design/build subcontractor must provide a general certification of compliance.

320-16 PREFABRICATED RESTROOM BUILDING

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

320-17 MAT ENGINEERED CONCRETE BUILDING SLAB/FOUNDATION

1. The mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is water proof for life.
2. The building slab/foundation will include the area under the covered entry.
3. Perimeter Steel Curb: 5/16" 50,000 kip steel 6" X 6" welded continuous angle.
4. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per engineers requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
5. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
6. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous ¼" fillet welds. Nuts shall be welded to common steel plates per the engineer of records design and attached to the interior steel rebar structural mats.

7. The engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable ¾" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
8. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.
9. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.
10. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
11. The building system shall be designed for placement on a general contractor site prepared class 2 building subgrade/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

320-18

EXTERIOR & INTERIOR MASONRY BLOCK WALLS

1. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block for structural integrity. All CMU shall be custom-fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The exterior walls shall be 4" thickness per State of California codes or engineering for wind and seismic. The interior walls shall be 4" block to nominally 7'-4" above finished floor and wood-framed with applicable required finishes above for pony and gable walls. A structural steel tubular .188 wall cap beam shall be welded to 5/16" 40,000 kip steel plate embeds, at intervals per the engineer of record, within the masonry wall. Cap beam shall be ZRC primed and painted, color to be selected by owner.
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two part structural epoxy, wet set

the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.

320-19 ROOF SYSTEM

1. The roof structure shall be 2" x 6" wood rafters at 24" on center with 5/8" OSB sheathing and ice and water shield membrane with 26 gauge standing seam metal roof, color to be selected by owner from manufacturer's brochure. Building roof rake and fascia shall be wrapped with 16 gauge formed metal, primed and painted. Color to be selected by owner.
2. The roof design shall exceed compliance with local code at 20 PSF live load and wind load "C".
3. The restroom ventilation screens (described in a following section) shall be attached to the gable truss frames and vandal resistant. Roof color shall be determined by owner and selected from the color chart by restroom supplier.
4. Vertical posts at covered restroom entry shall be 4" x 4" steel, primed and painted in a color selected by owner.

320-20 INTERIOR WALL FINISH

1. Interior precision CMU block masonry walls (Restroom Only) shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids (white) industrial grade enamel. Walls shall be painted white with industrial high solids enamel. Utility chase and storage area shall be natural block finish.

320-21 EXTERIOR WALL FINISH, MASONRY AND GABLE

1. The building exterior finish shall be grey precision 8" x 16" CMU to wall height per the exterior elevations in the bid plans. The block shall be covered with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade enamel, color selected by Owner. The gable area finish shall be fiber-reinforced cement board, stucco finish, painted in a color selected by owner.

320-22 VENTILATION SYSTEM (RESTROOMS)

1. Gables: Shall be woven ¼" X 1" X 1", 316T, stainless steel wire mesh set in welded stainless steel angles attached to the masonry wall with vandal resistant stainless steel screws, per plans.

320-23 DOORS AND GATES

1. The restroom entry doors shall be 7' 0" high (with 4" undercut at bottom of

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

2. All exterior entry doors shall have a ¼" thick stainless steel "Z-shaped" anti-microbial pull handles and Schlage B-600 series commercial series dead bolts.
3. Stainless steel vandal resistant fasteners shall be used on all hardware.

320-24

SPECIALTIES

1. All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless steel screws to avoid removal by vandals as follows:
2. Toilet paper holders shall be, covered, three-roll, 18 gauge stainless steel with lock. Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless steel fasteners.
3. Stainless steel grab bars to code shall be 1 ¼" minimum exposed fastener vandal resistant design and installed at each accessible water closet.
4. Cast Aluminum California Title-24 compliant signage shall be recessed into block surface flush with masonry exterior and door sign shall be blind fastened with epoxy adhesive and stainless steel fasteners. Wall signs shall have raised pointed Braille tips. Signage shall comply with AB1732, identifying the restrooms as "All Gender Restrooms."

320-25

PLUMBING

1. Building shall be fully compliant with current with the following codes:
 - a) All applicable State of California Building Codes. Latest edition applicable.
 - b) California Plumbing Code. Latest edition applicable.
2. GENERAL: All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
3. WATER PIPING: Shall be type L copper soldered per code above grade and type K with silver solder below grade. All water piping shall be designed and

constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.

4. WATER PRESSURE GAUGE/VALVE COMBO: install three commercial grade industrial water pressure gauges (one on incoming line, one at pressure regulator valve and one after water filter), isolation ball valves, 150 PSI pressure regulator with wye strainer, 10-micron water filter with clear canister, and check valve.
5. PLUMBING FAUCETS, ISOLATION VALVES AND ACTUATORS: All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed antimicrobial impregnated flush handle valves, and metered push-button lavatory faucets.
6. DWV PIPING: DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
7. REMOVABLE PIPE TRAPS: all floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. Trap primers for restroom floor drains shall not be used as restroom maintenance is hose-down. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
8. PLUMBING FIXTURES: Plumbing fixtures shall be 14 gauge stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with concealed, ADA-compliant, lever-type, flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Exterior Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
 - a. Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-9-ADA-PFS
 - b. Water Closet Flush Valve: Zurn ZH6152AV-HET-7L-BG
 - c. Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M-H1
9. FLOOR GRATES: Removable 350 lbs per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA compliance.
10. HOSE BIB: There shall be one Woodford 24B hose bib provided in the utility chase.

11. HOSE REEL: There shall be one commercial grade Rapid Reel hose reel (1041-GH) with a 75' commercial grade hose.

320-26

ELECTRICAL

1. GENERAL: Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior electrical lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. PANEL/WIRING: One 100 amp, 120/240v, single-phase, industrial grade Panel Board, Square "D" QO series with 100 amp main circuit breaker, shall be mounted in the utility chase in the restroom building. All breakers shall be snap-on type, minimum 10,000 A.I.C. RMS (Sym). Wiring shall be copper wire #12 min in EMT piping with compression fittings.
3. PIPING: All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.
4. HAND DRYER: Shall be concealed, low energy, remote located vandal resistant design. Dryer shall be mounted in the utility chase with only protruding cast metal air nozzles and start switch accessible to the public at exterior lavatory. Dryers shall be 840 watts, low energy consumption. One mounted adjacent to each lavatory.
5. WATER HEATERS: Shall be tankless, Stiebel-Eltron DHC-8/10-E Water heater shall be located in the utility chase. There shall be a tempering valve servicing the restroom lavatories.
6. EXTERIOR LIGHTING: Luminaire YWP610, 15 watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed per plans,
7. INTERIOR LIGHTING: Luminaire SWP610, 15 watt, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans (one in each restroom). The chase shall have a 4' single-tube, 18 watt LED fixture suitable for wet locations, with a single switch at door entry. The storage room shall have two (2) 4' double-tube, 36 watt LED fixture, suitable for wet locations, with a single switch at door entry.
8. LIGHTING CONTROL: All interior restroom lighting shall be controlled by a time clock mounted in the utility chase and 2 bypass switches (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. A single photo cell, roof mounted, and shall control all exterior lighting.

9. ELECTRICAL OUTLETS: One (1) commercial spec grade duplex outlet shall be located in the utility chase adjacent to the panel. There shall be 2 additional outlets located in the storage area.

320-27 SHIPPING PROTECTION

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

320-28 CERTIFICATIONS

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

SECTION 800 – MATERIALS

800-1.1.4 Class "C" Topsoil, To the "GREENBOOK", ADD the following:

Topsoil in planting areas shall be Type "C", on-site topsoil, tested and amended to meet Class "A" specifications.

800-1.2.3.1 Pre-plant Fertilizer and Tablets. To the "GREENBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Pre-plant fertilizer shall be a fast-release, 6-20-20 commercial, dust-free, homogeneous pellet fertilizer having the following guaranteed analysis:

Nitrogen	6%
Phosphorus	20%
Potassium	20%

800-1.2.3.2 Post-plant Fertilizer. To the "GREENBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Post-plant fertilizer shall have 5-3-1 NPK analysis with 50% humus, 15% humic acids, soil strain bacteria, micronutrients, and 1% soil penetrant. 'Gro-Power Plus' or equal.

800-1.2.4 Organic Soil Amendment. To the "GREENBOOK", ADD the following:

Type 4 organic soil amendment shall be a fine textured, dark brown soil conditioner made from composted yard trimmings. The ground yard trimmings shall be composted for a minimum period of one month. Temperatures shall be maintained between 132 degrees F and 155 degrees F throughout the thermophilic stage to kill pathogens and weed seeds. This process meets California Title 14 regulations, *Process to Further Reduce Pathogens*. Curing phase is up to two months.

Organic Soil Amendment shall be blended, commercially-processed soil conditioner consisting of an organic-based conditioner, prepared by mixing a light, friable, siliceous material with nitrogen-fortified, finely ground bark, wood chips and/or sawdust. The material shall contain a long-lasting form of iron and shall have the following analysis:

Total nitrogen	0.5%	
Ph	4.6 to 6.8	
Salinity (Ece)	less than 2.0	
Organic matter (dry weight basis)	85.0% min.	
Particle size: percent passing	9.50 mm screen	100%
	6.35 mm	100%
	2.38 mm	83%
	0.50 mm	31%

And shall be treated with a non-ionic wetting agent 'Sarvon' or approved equal.

Material shall be equal to or better than "Loamex" or 'BFI Organics' "Organo-Life" soil amendment.

800-1.2.5 Bark Mulch. To the "WHITEBOOK", ADD the following:

Mulch shall be Type 7 Mulch (wood chips): 3-inch minus, ground bush and tree trimmings, such as Agriservice Forest Mulch, or approved equal.

Mulch shall be free from animal waste, metal pieces, rubbish, or other undesirable materials.

Mulch shall be sized 1-inch to 3-inches with 95% by volume conforming.

Apply mulch to the depth specified on plans, at the rate recommended by the manufacturer.

800-1.4.1 General. To the "WHITEBOOK", ADD the following:

8. Plants shall be in accordance with the California State Department of Agriculture's regulations for nursery inspections, rules and grading.
9. The City is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing any signs of decline or lack of vigor are subject to rejection.
10. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
11. Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at his expense.
12. Right to changes. The City 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 does 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 commencement of planting operations.
13. Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the City.
14. Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the City to be wilted shall be rejected at any time during this project, whether in the ground or not. All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant material.
15. Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

800-1.5.3 Tree Stakes. To the "WHITEBOOK", ADD the following:

Tree stakes shall be of lodgepole pine and shall be straight shafts, shaved and cut clean and bare of branches and stubs, of uniform thickness with a minimum diameter of 2 inches, and free of loose knots, splits or bends.

800-1.5.4 Tree Ties. To the "WHITEBOOK", ADD the following:

Tree ties shall be self-cinching vinyl plastic commercial ties, black in color, and twenty (20) inches minimum long. V.I.T. cinch-tie, wonder tree tie, or equal.

ADD:

800-1.7 Filter Fabric.

Filter fabric shall be non-woven type, fully stabilized UV-resistant and shall prevent soil particles from clogging, entering or blocking subsurface perforated pipe drains.

ADD:

800-1.8 Weed Barrier Fabric.

Weed barrier fabric shall be 2.8 oz. polypropylene, UV-treated fabric.

800-2.2.4 Remote Control Valves. To the "WHITEBOOK", ADD the following:

e) Equipped with pressure regulator adjustment capability.

800-2.2.11 Rain Sensing Device. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The rain sensing device shall be firmly attached to structure in an area where exposed to unobstructed rainfall.

800-2.4 Sprinkler Equipment. To the "WHITEBOOK", ADD the following:

Heads used for modifications/repairs shall match the equipment manufacturer, model and performance characteristics on the irrigation zone attached to.

ADD:

800-4 LANDSCAPE DEMOLITION AND TREE PROTECTION

Landscape demolition and tree protection consists of all labor, equipment and materials necessary to adequately protect existing trees from damage due to construction activities through the establishment of Tree Protection Zones, erection of barricades; demolition of existing surface pavements, curbs, and structures; root pruning, watering, and fertilizing.

General requirements:

- A. See Demolition Plans for trees to be saved in their current locations and Tree Protection Zones.
- B. The Contractor shall coordinate all work with other contractors working within the limits of work whether part of this contract or through separate contracts with the Owner.

- C. Labor crews shall be experienced in root pruning techniques, the protection and maintenance of all trees to be saved.
 - D. Personnel responsible for the maintenance of all affected trees shall be approved by the Owner.
1. Written approval from the City shall be required before alternative installation procedures are used.

SECTION 801 - INSTALLATION

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

If desired by City, the Contractor shall prune and thin out approximately 1/3 of the overhead canopy of all trees to be saved in their current locations. This shall be executed no less than one month prior to construction. All cuts shall be clean and flush and shall be angled to prevent water ponding. Pruning operations shall not adversely affect the shape and character of the trees. Pruning shall remove lateral branches only. All main, primary, and secondary branches shall not be removed. All vines shall be removed from tree canopies.

ADD:

801-1.1 Demolition

The Contractor shall be responsible for the demolition and site preparation of the entire area prescribed. The Contractor shall make themselves aware of the proposed new layout of surface and landscape areas and coordinate his work with other Contractors whether part of this contract or as a separate contract with Owner.

Unless otherwise approved by Owner, all demolition within the barricaded areas shall be executed using hand methods or approved small hand held mechanical machinery provided exceptional care is taken to avoid injury to the root system or other portions of the tree. Large mechanical equipment may be used so long as it is not used within the drip line of the trees.

The storage or stockpiling of equipment and material or the unauthorized entry of personnel within the barricaded areas shall be strictly prohibited. The use of the tree's shade within the barricaded area by construction personnel during break periods shall be strictly prohibited.

All excavation around existing trees to remain shall be executed by hand. Where excavations uncover and expose roots that are to remain the Contractor shall cover these roots with 6" of fill immediately to prevent the roots from drying out.

All demolished material shall be removed from site and legally disposed of by the Contractor at no additional charge to the Owner.

Immediately before any root pruning operations, the Contractor shall thoroughly spray the tree with an antidesiccant solution. The antidesiccant shall be applied using a power sprayer capable of thoroughly coating the tree's foliage, trunks, branches,

stems, and twigs. Two weeks after root pruning, the antidesiccant solution shall be sprayed again on the tree.

All holes, depressions, or disturbances left by the Contractor's demolition and transplant activities shall be backfilled and brought up to existing grade by the Contractor and covered with 'sod' (Refer to sheet LP-1). Where new asphalt pavement is to be installed, whether as part of this contract or as a separate contract with the Owner, the Contractor shall backfill and compact up to 12" less than final asphalt grades. This is to allow for the installation of the asphalt subbase and surface costs by the Paving Contractor.

Where proposed landscape areas are to be created the Contractor shall shape and grade the area within the barricade to final finished grade.

801-1.1.2 Site Access

The Contractor shall not close or obstruct roadways, drive isles or other access lanes without the written approval of the Owner. The Contractor is cautioned that portions of the site will remain open to the general public and Owner's employees, personnel, vendors, etc. The Contractor shall exercise extreme care to protect the health and safety of these users. The Contractor shall be responsible for the erection of warning lights and barricades in areas in which the Contractor's construction activities may pose a health threat.

ADD:

801-1.2 Maintenance

The Contractor shall be responsible for the care and maintenance of all existing trees to remain and all trees from planting to final acceptance of each phase of work.

Maintenance personnel shall be specifically assigned to monitor the health of all trees under the Contractor's responsibility. It shall be required as part of this contract that key maintenance personnel be approved by the City. These personnel shall be assigned specific and sole responsibility to continuously monitor the health of the trees. In order to maintain continuity these key personnel shall not be dismissed or reassigned to other projects without the written permission of the City.

Maintenance shall include but not be limited to: fertilization, watering, pruning of dead or sick branches, maintaining stakes and cables to maintain transplanted trees in an upright plumb position, pest/disease control and monitoring, and any other acceptable maintenance practice to maintain the trees in a healthy and vigorous state.

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

1. The finish grade shall be defined as the surface of soil following all grading, soil preparation, water settlement and repair and shall be smooth, uniform, and free of abrupt grade changes and depressions to ensure surface drainage.
2. Contours and finish grade shall provide for drainage to sheet and shall not

channel drainage in a manner where volume and velocity of water will create surface erosion.

3. 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.
4. The Contractor shall take every precaution to protect and avoid damage to sprinkler heads, irrigation lines, and other underground utilities during his grading and conditioning operations.
5. All depressions where water will stand, all voids, erosion, settled trenches and excavations, and all ridges and rises which affect the maintenance and mowing of the lawns with a gang-mower or which visually are evident shall be filled with conditioned topsoil and/or removed by Contractor, leaving a smooth, even finish grade.
6. All stones one inch (1") and larger generated by the finish grading shall be removed off site.

800-4.1 General. To the "GREENBOOK", ADD the following:

1. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.
2. 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. The Contractor shall obtain approval 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.
3. 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.
4. Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect. Trees shall not be placed closer than 20 feet from any rotor, unless otherwise directed by City.

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. Any plant determined by the City to be

wilted or otherwise damaged shall be rejected at any time during the project, whether in the ground or not. All plants that have been handled by trunk or stem shall be rejected.

801-4.6.1 Method "A" Tree Staking. To the "WHITEBOOK", ADD the following:

All trees 36" box and smaller shall be staked with two wood stakes placed 18" from each side of the tree trunk. The stakes shall be placed relative to the tree in the perpendicular direction to the prevailing wind direction. The stakes shall be driven in plumb and secure. Special care shall be taken that the driving in of the stake does not damage the tree roots or root ball. Tree ties shall be fastened to each tree and stake by looping figure 8's with the inside diameter of the tie at 2 or 3 times the diameter of the tree and by tacking the back of the tie to the stake.

ADD:

801-4.10 Bark Mulching. To the "GREENBOOK", ADD the following:

All areas to receive shrubs and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of Type 1 bark mulch.

SECTION 801-5 –IRRIGATION SYSTEM INSTALLATION

801-5.1 General. To the "WHITEBOOK", ADD the following:

Work on the irrigation system including hydrostatic tests, backfill and densification of trenches, and other excavations shall be performed before topsoil placement. Preliminary operational tests of the automatic control system and coverage tests shall be performed after topsoil placement.

Work on the existing irrigation system including verifying components and their condition, mainline and wire location to be connected thereto, and functional (operational) condition of all components shall be included in the scope of work. This shall only be done in the presence of the City. A written record of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions.

Existing equipment and wires, including but not limited to backflow preventers, mainlines, mainline isolation valves, remote control valves, flow sensors, master valves, shall be verified as fully functional with all capabilities met, upon completion of work, as included in the scope of work. Failure to exhibit to the City the proper operation of all affected systems by this work, including both existing and new installations, may cause delay to approval of the irrigation system and delay the start of the Landscape Maintenance period.

801-5.4 Installation of Valves, Valve Boxes, and Special Equipment. To the "WHITEBOOK", ADD the following:

1. Control valve wires of existing valves will be disconnected for temporary controller relocation, then relocation again. Connect all existing wires of the

existing remote control valves to same location/station input as existed prior to start of work, unless directed otherwise by the City. Provide waterproof wire splices and wire extensions as required to complete the work.

2. Flow sensing and master valve wire/cable will be disconnected for temporary controller relocation, then relocation again. If at all possible, keep all existing wire/cable intact, coiling it if longer than needed, for reconnection to new location of the controllers. Connect to exact same controller terminal strip/equipment locations as existed prior to starting work.

801-5.9 Rain Sensing Devices Installation. To the "WHITEBOOK", ADD the following:

Exact location and installation of rain sensing devices and associated electrical conduits shall be coordinated with City prior to installation.

801-7.1 Tree Trimming. To the "WHITEBOOK", ADD the following:

Pruning shall be limited to the minimum necessary to remove injured twigs and branches, and to compensate for loss of roots during transplanting, but never to exceed one-tenth the branching structure. Pruning may be done only with the approval of, and in the presence of, the City. Cuts over three-quarters of an inch (3/4") shall be painted with an approved tree wound paint.

801-8 PAYMENT. To the "WHITEBOOK", ADD the following:

The contract price paid for independent play event shall include full compensation for furnishing all submittals labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing play equipment and project components complete in place, and no additional compensation will be allowed therefor.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

**NOTICE OF EXEMPTION AND NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL
DETERMINATION**

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 92101-2422

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

FROM: CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101

PROJECT/WBS No.: S16020

PROJECT TITLE: Memorial Community Park
Playground ADA Upgrades

PROJECT LOCATION-SPECIFIC: The project is located at the playground in the Memorial Community Park 2947 Ocean View Boulevard, San Diego, CA 92113 within the Southeastern Community Planning Area, Council District 8.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: This project provides for the design and construction of ADA improvements at the existing Memorial Community Park. Project improvements include upgrades to the children's play area and associated path of travel with the installation of: rubberized poured-in-place playground surface, engineered wood fiber surface, decomposed granite surface, accessible play equipment, accessible drinking fountain, bench with companion seating, new restroom building with accessible stalls, new ADA access to existing equipment, accessible parking and curb cut and accessible path of travel to new playground improvements. Total area of project footprint is approximately 10,500 square feet. The project is necessary to meet requirements of the Americans with Disabilities Act.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego Public Works Department,
Contact: Jennifer Scott; Ph: (619) 533-5414
525 B Street, Suite 750, San Diego, CA 92101

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: SEC. 15302 (REPLACEMENT OR RECONSTRUCTION)
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located in the same location and have the same purpose and capacity; and where the exceptions listed in CEQA Section 15300.2 would not apply.; and where the exceptions listed in Section 15300.2 would not apply.

LEAD AGENCY CONTACT PERSON: JUAN BALIGAD (SENIOR PLANNER)

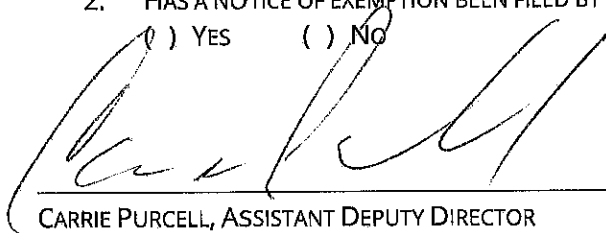
TELEPHONE: (619) 533-5473

Revised February 10, 2017 JA

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



CARRIE PURCELL, ASSISTANT DEPUTY DIRECTOR

1/20/17

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING AT OPR:



THE CITY OF SAN DIEGO

Date of Notice: January 3, 2017

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PUBLIC WORKS DEPARTMENT

PROJECT NO: S-16020

PROJECT NAME: Memorial Community Park Playground ADA Upgrades

COMMUNITY PLAN AREA: Southeastern

COUNCIL DISTRICT: 8

LOCATION: The project is located at the playground in the Memorial Community Park 2947 Ocean View Boulevard, San Diego, CA 92113 within the Southeastern Community Planning Area, Council District 8.

PROJECT DESCRIPTION: This project provides for the design and construction of ADA improvements at the existing Memorial Community Park. Project improvements include upgrades to the children's play area and associated path of travel with the installation of: rubberized poured-in-place playground surface, engineered wood fiber surface, decomposed granite surface, accessible play equipment, accessible drinking fountain, bench with companion seating, new restroom building with accessible stalls, new ADA access to existing equipment, accessible parking and curb cut and accessible path of travel to new playground improvements. Total area of project footprint is approximately 10,500 square feet. The project is necessary to meet requirements of the Americans with Disabilities Act.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA pursuant to CEQA State Guidelines Section 15302 (Replacement or Reconstruction).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Public Works Department

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15302 which allows for the replacement or reconstruction of existing structures and facilities where the new structure will be located in the same location and have the same purpose and capacity; and where the exceptions listed in CEQA Section 15300.2 would not apply.; and where the exceptions listed in Section 15300.2 would not apply.

CITY ENVIRONMENTAL PLANNER: Juan Baligad
MAILING ADDRESS: 525 B Street, Suite 750, San Diego, CA 92101
PHONE NUMBER/E-MAIL: (619) 533-5473

On January 3, 2017, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this project, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (January 19, 2017). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD
Posted DEC 29 2016 *me*
Removed JAN 20 2017
Posted by myralee

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.)

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

- 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	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).

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application 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="checkbox"/>	<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

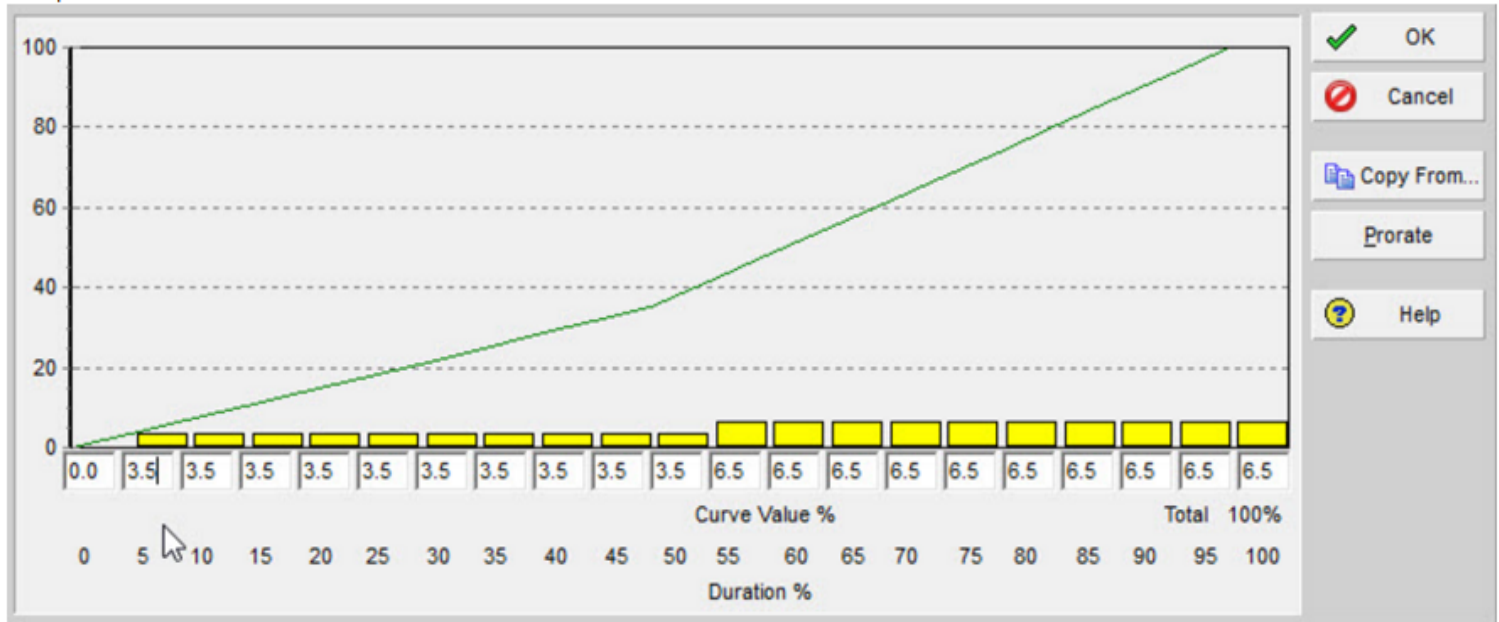
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E
LOCATION MAP

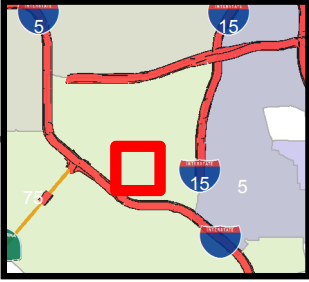
Memorial Community Park ADA Improvements

SENIOR ENGINEER
Samir Mahmalji
(619) 533-5301


PROJECT MANAGER
Jennifer Scott
(619) 533-5414

PROJECT ENGINEER
Rawsan Salha
(619) 533-5132

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



Legend

 S16020



THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY to SanGIS. This map is copyrighted by RAND McNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND McNALLY & COMPANY.

APPENDIX F

SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• 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

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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



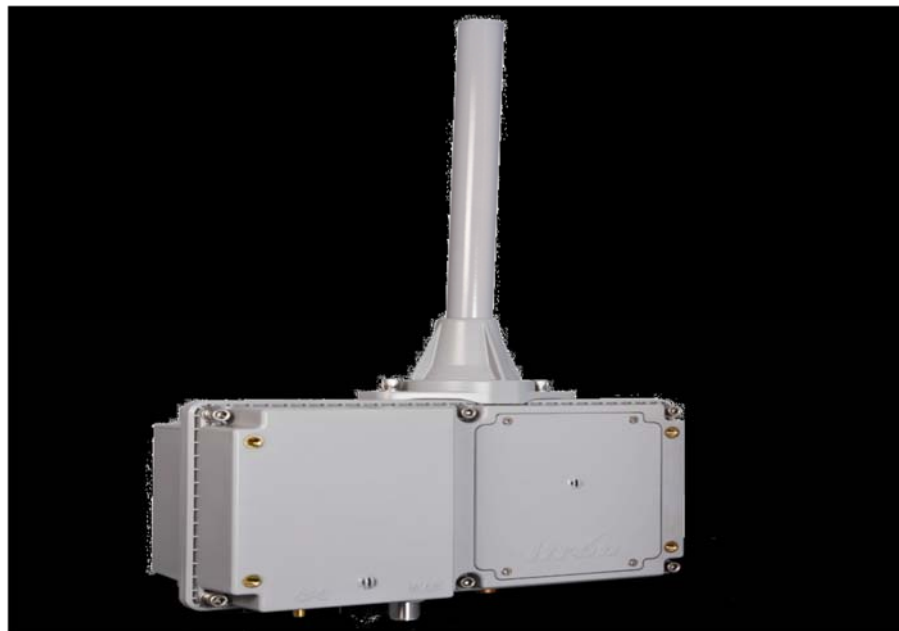
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

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

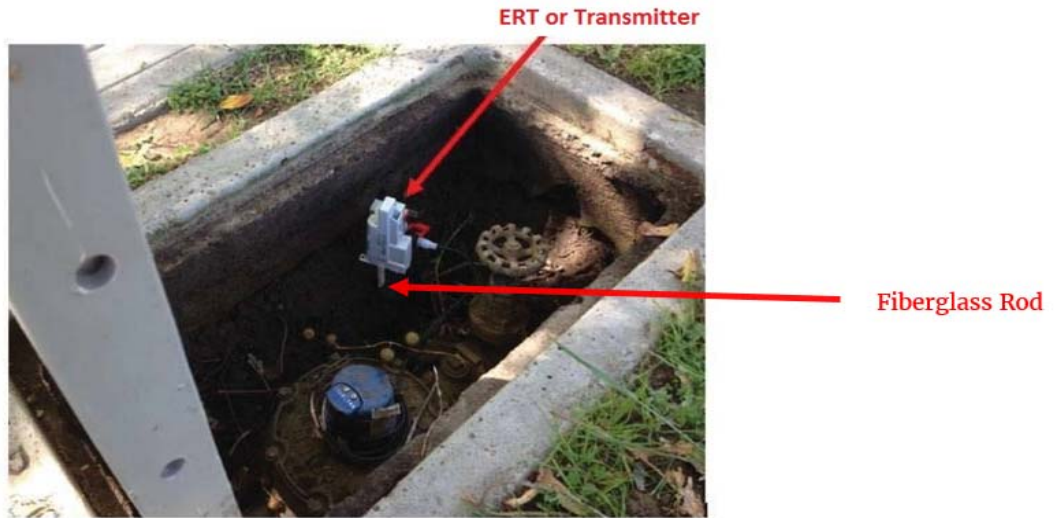


Photo 6 below is an example of disturbance that shall be avoided:

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
INTENTIONALLY LEFT BLANK

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 Atlas Development, herein called "Contractor" for construction of **Memorial Community Park Playground ADA Upgrades**; Bid No. **K-18-1584-DBB-3**; in the amount of **One Million Three Hundred Forty Eight Thousand One Hundred Twenty Five Dollars and Ninety Four Cents (\$1,348,125.94)**, 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:

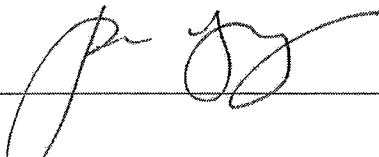
1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Memorial Community Park Playground ADA Upgrades**, on file in the office of the Public Works Department as Document No. **S-16020**, 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 **Memorial Community Park Playground ADA Upgrades**, Bid Number **K-18-1584-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.


CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

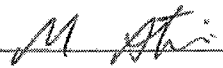
By 
Print Name: Rosa Isela Riego
Senior Contract Specialist
Public Works Contracts

Mara W. Elliott, City Attorney
By 
Print Name: Donny Hsu
Deputy City Attorney

Date: 02.12.18

Date: 2/13/18

CONTRACTOR

By 
Print Name: Mark Atefi
Title: President
Date: 12/15/17

City of San Diego License No.: 2010000550

State Contractor's License No.: 858038

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003093

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 7-13.3, "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

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American 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 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

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.

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:

Memorial Community Park Playground ADA Upgrades

(Name of Project or Task)

as particularly described in said contract and identified as Bid No. **K-18-1584-DBB-3**; SAP No. (WBS/IO/CC) **S-16020**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____

Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

- ⓐ 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 | | |
- ⓑ 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

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

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. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

Bids will not be accepted until ALL forms are submitted as part of the bid submittal

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That Atlas Development Corporation as Principal, and
Great American 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

Memorial Community Park Playground ADA Upgrades; Bid No. K-18-1584-DBB-3

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

SIGNED AND SEALED, this 20th day of October, 2017

Atlas Development Corporation (SEAL)
(Principal)

Great American Insurance Company (SEAL)
(Surety)

By: [Signature]
(Signature)

By: [Signature]
Tara Bacon, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

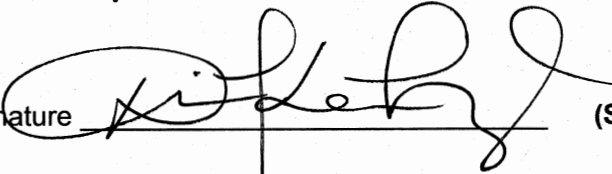
State of California
County of San Diego)

On October 20, 2017 before me, Diana Kai Murphy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 15079

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DALE G. HARSHAW	ALL OF	ALL
GEOFFREY SHELTON	SAN DIEGO,	\$100,000,000.00
TARA BACON	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of AUGUST 2017

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of AUGUST, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 20th day of October, 2017



Atty L C. B.

Assistant Secretary

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: Atlas Development Corporation

Certified By Mark Atefi Title President
Name

MAA Date 11/9/17
Signature

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

0348-0046

(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <input checked="" type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance	<p>2. Status of Federal Action:</p> <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<p>3. Report Type:</p> <input checked="" type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <i>Atlas Development Corporation</i> <i>991C Lomas Santa Fe Dr #115</i> <i>Solana Beach CA 92075</i> Congressional District, if known: <i>49th - CA</i>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known: _____
<p>6. Federal Department/Agency:</p> <i>Department of Housing and Urban Development (HUD)</i>	<p>7. Federal Program Name/Description:</p> <i>Community Development Block Grant (COBG) Program</i> CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p> <i>Not Known</i>	<p>9. Award Amount, if known:</p> <i>\$ TBD</i>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M)</p> <i>NIA</i>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>NIA</i></p> <p align="center"><small>(attach Continuation Sheet(s) SF-LLL4, if necessary)</small></p>	
<p>11. Amount of Payment (check all that apply)</p> \$ <u>0</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply)</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input checked="" type="checkbox"/> f. other: specify: <i>NIA</i>	
<p>12. Form of Payment (check all that apply)</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____ <i>NIA</i>	<p>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:</p> <i>NIA</i> <p align="center"><small>(attach Continuation Sheet(s) SF-LLL4, if necessary)</small></p>	
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>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 may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <i>[Signature]</i> Print Name: <i>Mark Atafi</i> Title: <i>President</i> Telephone No.: <i>619-200-0908</i> Date: <i>11/9/17</i></p>	
<p>Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)</p>		

City of San Diego

CITY CONTACT: Angelica Gil - Contract Specialist. Email: AngelicaG@saniego.gov

Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM D



FOR

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

BID NO.:	<u>K-18-1584-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16020</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>GB</u>
CDBG No.:	<u>1000003-2018</u>

BID DUE DATE:

2:00 PM

NOVEMBER 9, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. I was also wondering what cap thickness you folks preferred? Some areas contradict each other. I also noticed a contradiction in EPDM granule size (Standard size 1-3mm). The size in granule affects the overall price. The 0.5mm granule is more expensive than the standard size.

Addendum C

219-3.1.1

B. thickness of wear surface shall be a minimum 10 mm (3/8").

But

219.-3.3 Qualifications

4. Color Samples shall be 6"x6" of 1/2" top wear course layer with aromatic or aliphatic binder.....

And

219-3.5 IDEMA (IPEMA) Certifications and ASTM Testing Standards

The Poured-In-Place safety surfacing must meet IPEMA Certification specific to poured-in-place safety surfacing, and specific to 1/2" layer of 1-3mm EPDM over cushion layer. **0.5mm TPV or EPDM....(Not sure if this was a typo)**

A1. Refer to Section C and D of this Addendum.

C. ADDENDUM

1. To Addendum C, Section D, Supplementary Special Provisions, Item 1, page 2, Subsection 219-3.1.1, Synthetic Safety Surface (Tot-Lot Surfacing: Poured-in-Place Rubber over Safety Cushioning), **DELETE** in its entirety and **SUBSTITUTE** with the following:

219-3.1.1 Synthetic Safety Surface (Tot-Lot Surfacing: Poured-in-Place Rubber over Safety Cushioning).

Surfacing for tot lot play shall be poured-in-place rubberized safety surface, and shall meet the requirements of CPSC and ASTM for play areas. Poured-in-Place Rubber Safety Surfacing shall include a color wear layer and an impact attenuating cushion layer.

Synthetic surfacing shall consist of an impact attenuating cushion layer and color wear surface bonded to produce unified system. Synthetic surfacing shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.

- a. Impact Attenuating Cushion Layer: Impact attenuating cushion layer shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in cushion layer. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The cushion layer shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.

- b. Poured-in-Place Color Wear Surface: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with an aliphatic polyurethane binder formulated to produce an even, uniform surface. EPDM particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 50-70, not less than 25 % rubber hydrocarbons. EPDM shall be peroxide cure. Size of rubber particles shall not be less than 1 mm nor greater than 3 mm across. Binder shall not be less than 15 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles. Thickness of wear surface shall be a minimum 12.7 mm (1/2-inch). The wear surface shall be porous.
- c. Binder: Binder for synthetic surfacing shall be non-toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenyl isocyanate (MDI) or as recommended by the manufacturer. No toluene diphenyl isocyanate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5 lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.

D. SUPPLEMENTARY SPECIAL PROVISIONS

- 1. To Attachment E, Supplementary Special Provisions, Section 219 – Site Furnishings, Playground Equipment, and Playground Safety Surfacing, pages 112 through 114, subsections 219-3.3, Qualifications; 219-3.4, Submittals; and 219-3.5, IDEMA Certifications and ASTM Testing Standards, **DELETE** in their entirety and **SUBSTITUTE** with the following:

219-3.3 Qualifications

Prospective manufacturers and/or installers of the poured-in-place safety surfacing system should be required to comply with the following:

- 1 The installer must provide competent workmen skilled in this specific type of poured-in-place safety surfacing system installation. The designated supervisory personnel on the project must be competent in the installation of this material, including mixing of the materials, and spreading and compacting the materials correctly.
- 2 Manufacturer should provide written instructions for recommended maintenance practices.

219-3.4 Submittals

The following shall be submitted:

- a) Manufacturer's descriptive data and installation instructions, including cleaning and preventative maintenance instructions.
- b) Drawings showing shop details of the safety surfacing system, including depths of materials, anchoring system, and edge details.
- c) A list of all materials and components to be installed as part of the system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.
- d) Statement signed by an officer authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head first

fall from the highest accessible portion of specified playground equipment. The statement shall provide the name, address, and telephone number of the testing company, the date of the test, and the test results.

- e) Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer's employees and that Playground surfacing installation shall not be performed by subcontractors, "Certified Licensed Applicationers" or anyone not employed full time by the Manufacturer. Contractor must have a current California Contractor's License No. C61-D12, synthetic surfaces.
- f) Sample of safety surface for review. Color samples shall be 6" x 6" of ½" top wear course layer with aliphatic binder.
- g) Two copies of color charts displaying manufacturer's color selections and finishes proposed for use. Colors shall be as shown on Materials Plans.
- h) IPEMA certification.

219-3.5 IDEMA Certifications and ASTM Testing Standards

The Poured-in-Place Rubber Over Safety Cushioning safety surfacing must meet the following standards:

1. Installation of safety surfaces shall be in accordance with ASTM F1951 – Determination of accessibility of surface systems under and around playground equipment and ASTM F1292 for Impact Attenuation of surface system under and around playground equipment.

2. The poured-in-place system and the E.W.F. shall be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.

The Poured-In-Place safety surfacing must meet IPEMA Certification specific to poured-in-place safety surfacing, and specific to ½" layer of 1-3mm EPDM over cushion layer. Manufacturer must provide proof of certification as follows: "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

ASTM standards for Poured-in-Place rubber safety surfacing must be met as follows:

1. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
2. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
3. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
4. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
5. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
6. 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

7. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension

The E.W.F. must meet IPEMA Certification specific to engineered wood fiber surfacing. Manufacturer must provide proof of certification as follows: “In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at <https://ipema.org>.”

ASTM standards for Engineered Wood Fiber must be met as follows:

1. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
2. ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

James Nagelvoort, Director
Public Works Department

Dated: *October 24, 2017*
San Diego, California

JN/JB/Lad

City of San Diego

CITY CONTACT: Angelica Gil - Contract Specialist. Email: AngelicaG@saniego.gov

Phone No. (619) 533-3622. Fax No. (619) 533-3633

ADDENDUM C



FOR

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

BID NO.:	<u>K-18-1584-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16020</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>GB</u>
CDBG No.:	<u>1000003-2018</u>

BID DUE DATE:

2:00 PM

NOVEMBER 3, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. The spec (219-3.1.1) states that only aliphatic (UV-stabilized) resin can be used and that aromatic resin is not acceptable; but they do not clarify if they mean in the color wear layer only or in the entire system?

Please clarify if the entire system is to have aliphatic resin, or if the aliphatic resin is for the WEPDM color wear layer only.

Industry standard, per most all safety surfacing manufacturers product specifications, is to use aromatic resin in the lower SBR cushion layer and then use aliphatic (UV-stable, non-yellowing) resin in the color EPDM wear layer.

Aliphatic resin has no added benefit when used in the SBR cushion layer, other than adding substantial costs to the project

A.1. See revision included in Section D of this Addendum.

C. ADDENDUM

1. To Addendum B, Section C, Item 1, pages 5 through 32, Wage Rates, **DELETE** in its entirety and **SUBSTITUTE** with pages 5 through 32 of this Addendum.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Supplementary Special Provisions, Section 219 – Site Furnishings, Playground Equipment, and Playground Safety Surfacing, page 110, Item 219-3.1.1, Synthetic Safety Surface (Tot-Lot Surfacing: Poured-in-Place Rubber over Safety Cushioning), **DELETE** in its entirety and **SUBSTITUTE** with the following:

219-3.1.1 Synthetic Safety Surface (Tot-Lot Surfacing: Poured-in-Place Rubber over Safety Cushioning).

Surfacing for tot lot play shall be poured-in-place rubberized safety surface, and shall meet the requirements of CPSC and ASTM for play areas. Poured-in-Place Rubber Safety Surfacing shall include a color wear layer and a cushion layer.

Synthetic surfacing shall consist of an impact attenuating substrate and wear surface bonded to produce unified system. Synthetic surfacing shall consist of a uniform material manufacturer in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.

- a. Impact Attenuating Substrate: Substrate shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in substrate. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.
- b. Poured-in-Place Wear Surface: Wear surface shall consist of ethylene propylene diene monomer (EPDM) particles adhered with an aliphatic polyurethane binder formulated to produce an even, uniform surface. EPDM particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 50-70, not less than 25 % rubber hydrocarbons. EPDM shall be peroxide cure. Size of rubber

particles shall not be less than 1 mm nor greater than 3 mm across. Binder shall not be less than 15 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles, thickness of wear surface shall be a minimum 10 mm (3/8-inch). The wear surface shall be porous.

- c. Binder: Binder for synthetic surfacing shall be non-toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenyl isocyanate (MDI) or as recommended by the manufacturer. No toluene diphenyl isocyanate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5 lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.
- d. Color wear layer may be EPDM or TPV.
- e. Cushion layer shall be SBR or approved equal.

James Nagelvoort, Director
Public Works Department

Dated: *October 19, 2017*
San Diego, California
JN/JB/Lad

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

General Decision Number: CA170001 10/13/2017 CA1

Superseded General Decision Number: CA20160001

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017
5	03/10/2017
6	03/24/2017
7	05/05/2017
8	05/12/2017
9	05/26/2017
10	06/09/2017
11	06/30/2017
12	07/07/2017
13	07/14/2017
14	08/04/2017
15	08/11/2017
16	09/08/2017
17	09/29/2017
18	10/13/2017

ASBE0005-002 07/03/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.96	17.81

ASBE0005-004 07/03/2017

	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)....	\$ 19.26	11.27

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.30	17.35

* BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

* BRCA0018-010 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....	\$ 30.53	12.27
TERRAZZO WORKER/SETTER.....	\$ 37.57	13.14

 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 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

 CARP0547-002 07/01/2016

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 30.15	16.03
Drywall Stocker/Scrapper...	\$ 10.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

 ELEC0569-001 06/05/2017

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 49.41	3%+12.63

Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 44.00	3%+12.63
Electrician.....	\$ 43.25	3%+12.63

ELEC0569-004 06/05/2017

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 31.00	3%+11.53
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, freuency 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 06/05/2017

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 31.00	3%+11.53
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, freuency 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 02/27/2017

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.....	\$ 30.48	3%+7.70
Utility Technician #2.....	\$ 25.45	3%+7.70

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 06/05/2017

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 32.81	3%+6.61

ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

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 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

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

 * ENGI0012-003 07/01/2017

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 44.00	24.25
GROUP 2.....	\$ 44.78	24.25
GROUP 3.....	\$ 45.07	24.25
GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 47.66	24.25
GROUP 6.....	\$ 46.78	24.25
GROUP 8.....	\$ 46.89	24.25
GROUP 9.....	\$ 47.99	24.25
GROUP 10.....	\$ 48.01	24.25
GROUP 11.....	\$ 48.11	24.25
GROUP 12.....	\$ 47.18	24.25
GROUP 13.....	\$ 47.28	24.25
GROUP 14.....	\$ 47.31	24.25
GROUP 15.....	\$ 47.39	24.25
GROUP 16.....	\$ 47.51	24.25
GROUP 17.....	\$ 47.68	24.25
GROUP 18.....	\$ 47.78	24.25
GROUP 19.....	\$ 47.89	24.25
GROUP 20.....	\$ 48.01	24.25
GROUP 21.....	\$ 48.18	24.25
GROUP 22.....	\$ 48.28	24.25
GROUP 23.....	\$ 48.39	24.25
GROUP 24.....	\$ 48.51	24.25
GROUP 25.....	\$ 48.68	24.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 45.35	24.25
GROUP 2.....	\$ 46.13	24.25
GROUP 3.....	\$ 46.42	24.25

GROUP 4.....	\$ 46.56	24.25
GROUP 5.....	\$ 46.78	24.25
GROUP 6.....	\$ 46.89	24.25
GROUP 7.....	\$ 47.01	24.25
GROUP 8.....	\$ 47.18	24.25
GROUP 9.....	\$ 47.35	24.25
GROUP 10.....	\$ 48.35	24.25
GROUP 11.....	\$ 49.35	24.25
GROUP 12.....	\$ 50.35	24.25
GROUP 13.....	\$ 51.35	24.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

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 (guniting 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 than 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 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing		

and Structural.....\$ 34.75 29.20

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 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 26.03	18.11

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; Kettleman, 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 inlcuding 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 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

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 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

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

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

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 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

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 07/01/2017

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	13.94

(2) All Other Work.....\$ 31.12 13.94

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 10/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 30.24	16.95
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

PAIN0036-012 10/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

PAIN0036-019 01/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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

PLAS0500-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 29.57	19.77

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 53.78	21.61
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 49.28	21.61
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 36.91	18.96

 PLUM0016-011 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 39.91	17.53

 PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

 ROOF0045-001 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 30.73	8.43

SFCA0669-001 04/01/2017		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.17	15.84

SHEE0206-001 07/01/2017		

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

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

TEAM0166-001 07/03/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

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.

=====
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.

=====

END OF GENERAL DECISION

City of San Diego

CITY CONTACT: Angelica Gil - Contract Specialist. Email: AngelicaG@saniego.gov

Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM B



FOR

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

BID NO.:	<u>K-18-1584-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16020</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>GB</u>
CDBG No.:	<u>1000003-2018</u>

BID DUE DATE:

2:00 PM

OCTOBER 24, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Kurt W. Carlson

1) Landscape Architect

10.11.17

Date

Seal:



Samir M

2) For City Engineer

10/12/17

Date

Seal

C73711

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. The Schedule on sheet L-01 does not specify the concrete finish of the Concrete Block Seating. Is the finish intended to be "broom" finish? or "Trowel" finish? or "Exposed Aggregate " finish? or some other finish?

A1. The finish for Concrete Block Seating is specified in Attachment E, Supplementary Special Provisions, Section 303-5.5.6 – Concrete Block Seating.

Q2. Is it possible to access the soils reports for the project?

A2. The soils report is available in Attachment E, Supplementary Special Provisions, Section 2-7 – Subsurface Data.

Q3. How much clay should a bidder account to remove?

A3. Refer to Item D and E of this Addendum.

C. ADDENDUM

1. To Addendum A, Section C Attachments, Item 1, CDBG Funding Agency Provisions, page 7 through 33, Item 9, Wage Rates, **DELETE** in its entirety and **SUBSTITUTE** with page 5 through 32 of this addendum.

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Supplementary Special Provision, Section 301 – Subgrade Preparation, Treated Materials, and Placement of Base Materials, **ADD** the following:

301-1.7 Payment: To the "WHITEBOOK, item 1", ADD the following:

a) The payment for removal and disposal of expansive material beyond subgrade preparation and replacement with subgrade imported backfill shall be included in the bid item for "Removal

and Replacement of Expansive Material". You shall notify the City if/when expansive material is encountered, and will proceed with work as directed by the Resident Engineer.

E. ADDITIONAL CHANGES

1. The following are additional change to the Line Items in the PlanetBids Tab:

For clarify where applicable **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any have been **~~Stricken out~~**.

Section	Item Code	Description	UoM	Qty.	Payment Reference
<u>Main Bid</u>	<u>238910</u>	<u>Removal and Replacement of Expansive Material</u>	<u>CY</u>	<u>480</u>	<u>301-1.7</u>

James Nagelvoort, Director
Public Works Department

Dated: *October 12, 2017*
San Diego, California

JN/JB/Lad

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

General Decision Number: CA170001 09/29/2017 CA1

Superseded General Decision Number: CA20160001

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017
5	03/10/2017
6	03/24/2017
7	05/05/2017
8	05/12/2017
9	05/26/2017
10	06/09/2017
11	06/30/2017
12	07/07/2017
13	07/14/2017
14	08/04/2017
15	08/11/2017

16 09/08/2017
 17 09/29/2017

* ASBE0005-002 07/03/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$	39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$	26.96	17.81

* ASBE0005-004 07/03/2017

	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)....\$	19.26	11.27

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....\$	41.17	28.27

BRCA0004-008 11/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$	35.30	17.35

BRCA0018-004 06/01/2016

	Rates	Fringes
MARBLE FINISHER.....\$	29.20	12.93
TILE FINISHER.....\$	24.53	11.08
TILE LAYER.....\$	35.89	16.24

BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER.....	\$ 35.57	13.14

 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 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential		
Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

 CARP0547-002 07/01/2016

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 30.15	16.03
Drywall Stocker/Scrapper...	\$ 10.00	6.67
(2) All other work		
Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

 ELEC0569-001 06/05/2017

	Rates	Fringes
--	-------	---------

Electricians (Tunnel Work)		
Cable Splicer.....	\$ 49.41	3%+12.63
Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 44.00	3%+12.63
Electrician.....	\$ 43.25	3%+12.63

* ELEC0569-004 06/05/2017

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 31.00	3%+11.53
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, freuency 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 06/05/2017

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 31.00	3%+11.53
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, freuency 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 02/27/2017

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.....	\$ 30.48	3%+7.70
Utility Technician #2.....	\$ 25.45	3%+7.70

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 06/05/2017

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 32.81	3%+6.61

 ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65

(3) Groundman.....\$ 33.89 3%+17.65
 (4) Powderman.....\$ 49.55 3%+17.65

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 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

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

 ENGI0012-003 07/01/2016

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 39.95	23.35
GROUP 2.....	\$ 40.73	23.35
GROUP 3.....	\$ 41.02	23.35
GROUP 4.....	\$ 42.51	23.35
GROUP 5.....	\$ 41.86	23.35
GROUP 6.....	\$ 41.83	23.35
GROUP 8.....	\$ 42.84	23.35
GROUP 9.....	\$ 42.19	23.35
GROUP 10.....	\$ 42.96	23.35
GROUP 11.....	\$ 42.31	23.35
GROUP 12.....	\$ 43.13	23.35
GROUP 13.....	\$ 43.23	23.35
GROUP 14.....	\$ 43.26	23.35
GROUP 15.....	\$ 43.34	23.35
GROUP 16.....	\$ 43.46	23.35
GROUP 17.....	\$ 43.63	23.35
GROUP 18.....	\$ 43.73	23.35
GROUP 19.....	\$ 43.84	23.35
GROUP 20.....	\$ 43.96	23.35
GROUP 21.....	\$ 44.13	23.35
GROUP 22.....	\$ 44.23	23.35
GROUP 23.....	\$ 44.34	23.35
GROUP 24.....	\$ 44.46	23.35
GROUP 25.....	\$ 44.63	23.35
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 43.20	22.15

GROUP 2.....	\$ 43.98	22.15
GROUP 3.....	\$ 44.27	22.15
GROUP 4.....	\$ 44.41	22.15
GROUP 5.....	\$ 44.63	22.15
GROUP 6.....	\$ 44.74	22.15
GROUP 7.....	\$ 44.86	22.15
GROUP 8.....	\$ 45.03	22.15
GROUP 9.....	\$ 45.20	22.15
GROUP 10.....	\$ 46.20	22.15
GROUP 11.....	\$ 47.20	22.15
GROUP 12.....	\$ 48.20	22.15
GROUP 13.....	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 41.80	23.35
GROUP 2.....	\$ 42.58	23.35
GROUP 3.....	\$ 42.87	23.35
GROUP 4.....	\$ 43.01	23.35
GROUP 5.....	\$ 43.23	23.35
GROUP 6.....	\$ 43.34	23.35
GROUP 7.....	\$ 43.46	23.35

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 than 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 thin 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 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64

Ornamental, Reinforcing
and Structural.....\$ 34.75 29.20

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 07/18/2016

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 26.03	18.11

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; Kettleman, 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 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

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 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

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

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 34.65	13.20
(2) Vehicle Operator/Hauler.	\$ 34.82	13.20
(3) Horizontal Directional Drill Operator.....	\$ 36.67	13.20
(4) Electronic Tracking Locator.....	\$ 38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

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 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

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 07/01/2017

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San		

Diego County).....	\$ 27.59	13.94
(2) All Other Work.....	\$ 31.12	13.94

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 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 27.84	15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

PAIN0036-012 10/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

PAIN0036-019 01/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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

PLAS0500-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 29.57	19.77

CEMENT MASONS - work inside the building line, meeting the

following criteria:

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 53.78	21.61
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 49.28	21.61
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 36.91	18.96

PLUM0016-011 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 39.91	17.53

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

ROOF0045-001 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 30.73	8.43

SFCA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.17	15.84

SHEE0206-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

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

TEAM0166-001 07/03/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

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.
=====

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.

=====

END OF GENERAL DECISION

City of San Diego

CITY CONTACT: Angelica Gil - Contract Specialist, Email: AngelicaG@saniego.gov
Phone No. (619) 533-3622, Fax No. (619) 533-3633

ADDENDUM A



FOR

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

BID NO.:	<u>K-18-1584-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-16020</u>
CLIENT DEPARTMENT:	<u>1714</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>GB</u>
CDBG No.:	<u>1000003-2018</u>

BID DUE DATE:
2:00 PM
OCTOBER 24, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. For this project are we required to advertise to SLBE/ELBE?

A.1. The subcontracting participations and the applicable certifications are listed in Section 7.5 of the Notice Inviting Bids; however, Bidders are encouraged to make subcontracting opportunities available to SLBE, ELBE, DBE, MBE, WBE, DVBE firms.

Q2. Please clarify are the Subcontracting Participation Percentages only for Subcontractors or can a Prime Contractor meet one or more of these requirements themselves by being a SDB or WoSB etc.

The participation percentage notes SDVoSB "Service Disable Veteran-Owned Small Business). Searching I find reference to DVBE "Disabled Veteran Business Enterprise". It looks like the Federal Government refers to Disable Veterans as SDVoSB and the States, Cities, refer to them as DVBE.

Please clarify a DVBE certified by the State of California meets the requirement in the Notice Inviting Bids section 7.5 for SDVoSB. If DVBE does not meet these requirements, please provide a link or site to search for the Good Faith Effort that is acceptable for this bid.

A.2. No, a DVBE certification, as issued by the California Department of General Services, is not interchangeable with the SDVOSB certification through the Small Business Association (SBA).

To locate certified firms, including SDVOSB, by the SBA refer to Attachment D, Funding Agency Provisions, Section 13.8, Federal Agencies, Dynamic Small Business Search Link.

C. ATTACHMENTS:

1. To Attachment D – CDBG Funding Agency Provisions, page 33 through 60, Item 9, Wage Rates, **DELETE** in its entirety and **SUBSTITUTE** with page 7 through 33 of this addendum.
2. To Attachment D – CDBG Funding Agency Provisions, page 73, Item 13, DBE Potential Resources Centers, sub item 13.8., Federal Agencies (must be contacted and solicitations posted on their websites, on the table row number 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Name and Address	Telephone and Web Site
555 Montgomery Street	https://www.mbda.gov/

3. To Attachment D – CDBG Funding Agency Provisions, page 73, Item 13, DBE Potential Resources Centers, sub item 13.9. State Agencies (must be contacted), Notes, Number 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. The Contractors may use MBDA web portal to post subcontracting opportunities. If utilized, the 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. Provide copy of the Offer Overview with the GFE documentation.

D. SUPPLEMENTARY SPECIAL PROVISIONSS

1. To Supplementary Special Provisions, page 129, Item 320-8, Licensing, **DELETE** in its entirety.

2. To Supplementary Special Provisions, page 129, Item 320-11, "Or Equal Restroom Design/Build Subcontractors", **DELETE** in its entirety and **SUBSTITUTE** with the following:

320-11 ADDITIONAL REQUIREMENTS

Submittals for "or equal" approval shall be submitted in accordance with Section 4-1.6, "Trade Names or Equals" and as follows:

- a) Or Equal applicant shall provide with their bid submission, scaled floor plans and elevations, to show general architectural design criteria is met.
- b) Or Equal applicant shall provide with their bid submission, a written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications will be cause for rejection.
- c) Or Equal applicant shall provide with their bid submission, manufacturer's certification of test compliance from a national independent testing laboratory (within the past year) to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. The written report must state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C39 and #C642, respectively.
- d) Or equal applicant shall provide certification of the special insurance required in this bid.
- e) Or Equal applicant shall be responsible for and bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.

3. To Supplementary Special Provisions, page 131, Item 320-14 Connection to Utilities, Sub item 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

320-14 CONNECTION TO UTILITIES

1. The restroom subcontractor will stub-out: Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panel to POC only. Final utility connections shall be by Contractor or others. Contractor shall flush the water lines thoroughly before making final water connection to the building. Thoroughly flushing the water lines for AT LEAST 30 MINUTES is critical to ensure that the new code required low-flow fixtures and flush valves that are extremely sensitive to particulate matter in the water will not malfunction. Contractor shall flush all lines per Section 306-8.9.4 "Disinfection"

4. To Supplementary Special Provisions, page 134, Item 320-21, Exterior Wall Finish, Masonry and Gable, **DELETE** in its entirety and **SUBSTITUTE** with the following:

320-21 EXTERIOR WALL FINISH, MASONRY AND GABLE

1. The building exterior finish shall be grey precision 8" x 16" CMU to wall height per the exterior elevations in the bid plans. The block shall be covered with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade enamel, color selected by Owner. The gable area finish shall be fiber-reinforced cement board, stucco finish, painted in a color selected by owner.

2. Anti-graffiti coating shall be applied per Section 210.1.1.1.

James Nagelvoort, Director
Public Works Department

Dated: *October 4, 2017*
San Diego, California

JN/JB/Lad

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

- CA170001 09/08/2017 CA1
- 16
- 09/08/2017

The required wage information may be accessed and downloaded from:
<http://www.wdol.gov/>

General Decision Number: CA170001 09/08/2017 CA1

Superseded General Decision Number: CA20160001

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 \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	01/27/2017
2	02/17/2017
3	02/24/2017
4	03/03/2017
5	03/10/2017
6	03/24/2017
7	05/05/2017

8	05/12/2017
9	05/26/2017
10	06/09/2017
11	06/30/2017
12	07/07/2017
13	07/14/2017
14	08/04/2017
15	08/11/2017
16	09/08/2017

ASBE0005-002 07/04/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 38.37	20.13
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 26.15	17.31

ASBE0005-004 07/04/2016

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 18.38	10.82

BOIL0092-003 10/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.17	28.27

BRCA0004-008 11/01/2016

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 35.30	17.35

BRCA0018-004 06/01/2016

	Rates	Fringes
--	-------	---------

MARBLE FINISHER.....	\$ 29.20	12.93
TILE FINISHER.....	\$ 24.53	11.08
TILE LAYER.....	\$ 35.89	16.24

 BRCA0018-010 09/01/2016

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 28.53	12.27
TERRAZZO WORKER/SETTER.....	\$ 35.57	13.14

 * 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 07/01/2016

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 40.33	17.03
(2) Commercial Building....	\$ 35.10	17.03
(3) Heavy & Highway.....	\$ 40.20	17.03
(4) Residential Carpenter..	\$ 28.08	17.03
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 46.70	17.03
PILEDRIVERMAN.....	\$ 40.33	17.03

 CARP0547-002 07/01/2016

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories Drywall Installer/Lather...	\$ 30.15	16.03
Drywall Stocker/Scrapper...	\$ 10.00	6.67
(2) All other work		

Drywall Installer/Lather...	\$ 27.35	9.58
Drywall Stocker/Scrapper...	\$ 11.00	6.67

 ELEC0569-001 06/05/2017

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 49.41	3%+12.63
Electrician.....	\$ 46.97	3%+12.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 44.00	3%+12.63
Electrician.....	\$ 43.25	3%+12.63

 ELEC0569-004 06/05/2017

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 31.00	3%+11.53
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

 ELEC0569-005 06/05/2017

	Rates	Fringes
Sound & Communications Sound Technician.....	\$ 31.00	3%+11.53
SOUND TECHNICIAN: Terminating, operating and performing final check-out		

 ELEC0569-006 02/27/2017

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.....	\$ 30.48	3%+7.70
Utility Technician #2.....	\$ 25.45	3%+7.70

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 06/05/2017

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 32.81	3%+6.61

 ELEC1245-001 06/01/2017

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 55.49	3%+17.65
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 44.32	3%+17.65
(3) Groundman.....	\$ 33.89	3%+17.65
(4) Powderman.....	\$ 49.55	3%+17.65

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 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.21	31.585

FOOTNOTE:

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

 ENGI0012-003 07/01/2016

	Rates	Fringes
--	-------	---------

OPERATOR: Power Equipment
(All Other Work)

GROUP 1	\$ 39.95	23.35
GROUP 2	\$ 40.73	23.35
GROUP 3	\$ 41.02	23.35
GROUP 4	\$ 42.51	23.35
GROUP 5	\$ 41.86	23.35
GROUP 6	\$ 41.83	23.35
GROUP 8	\$ 42.84	23.35
GROUP 9	\$ 42.19	23.35
GROUP 10	\$ 42.96	23.35
GROUP 11	\$ 42.31	23.35
GROUP 12	\$ 43.13	23.35
GROUP 13	\$ 43.23	23.35
GROUP 14	\$ 43.26	23.35
GROUP 15	\$ 43.34	23.35
GROUP 16	\$ 43.46	23.35
GROUP 17	\$ 43.63	23.35
GROUP 18	\$ 43.73	23.35
GROUP 19	\$ 43.84	23.35
GROUP 20	\$ 43.96	23.35
GROUP 21	\$ 44.13	23.35
GROUP 22	\$ 44.23	23.35
GROUP 23	\$ 44.34	23.35
GROUP 24	\$ 44.46	23.35
GROUP 25	\$ 44.63	23.35

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1	\$ 43.20	22.15
GROUP 2	\$ 43.98	22.15
GROUP 3	\$ 44.27	22.15
GROUP 4	\$ 44.41	22.15
GROUP 5	\$ 44.63	22.15
GROUP 6	\$ 44.74	22.15
GROUP 7	\$ 44.86	22.15
GROUP 8	\$ 45.03	22.15
GROUP 9	\$ 45.20	22.15
GROUP 10	\$ 46.20	22.15
GROUP 11	\$ 47.20	22.15
GROUP 12	\$ 48.20	22.15
GROUP 13	\$ 49.20	22.15

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	\$ 41.80	23.35
GROUP 2	\$ 42.58	23.35
GROUP 3	\$ 42.87	23.35
GROUP 4	\$ 43.01	23.35
GROUP 5	\$ 43.23	23.35
GROUP 6	\$ 43.34	23.35
GROUP 7	\$ 43.46	23.35

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 than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional);

Wheel excavator operator (over 750 cu. yds.)

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

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

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

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

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

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

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

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, up to and including 25 yds. struck)

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline,

clamshell operator (over 7 cu. yds., M.R.C.)

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types);

Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, 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 thin 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 07/01/2016

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 28.33	20.64
Ornamental, Reinforcing and Structural.....	\$ 34.75	29.20

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 07/18/2016

	Rates	Fringes
--	-------	---------

LABORER (BUILDING and all other Residential Construction)

Group 1.....	\$ 29.42	19.78
Group 2.....	\$ 30.10	19.78
Group 3.....	\$ 30.81	19.78
Group 4.....	\$ 31.61	19.78
Group 5.....	\$ 33.54	19.78

LABORER (RESIDENTIAL CONSTRUCTION - See definition below)

(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 26.03	18.11

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 oepration, 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 pwder 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 11/01/2016

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 29.62	15.89

LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58
Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer

- Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, 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 01/01/2017

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 31.88	16.82

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

fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184-001 07/01/2017

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...\$	34.65	13.20
(2) Vehicle Operator/Hauler.\$	34.82	13.20
(3) Horizontal Directional Drill Operator.....\$	36.67	13.20
(4) Electronic Tracking Locator.....\$	38.67	13.20
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....\$	35.86	16.21
GROUP 2.....\$	37.16	16.21
GROUP 3.....\$	39.17	16.21
GROUP 4.....\$	40.91	16.21

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 08/02/2017

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 35.50	18.29
PLASTER TENDER.....	\$ 38.05	18.29

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 07/01/2017

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 27.59	13.94
(2) All Other Work.....	\$ 31.12	13.94

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 10/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 27.84	15.20
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 21.00	13.91

PAIN0036-012 10/01/2016

	Rates	Fringes
GLAZIER.....	\$ 41.55	11.93

PAIN0036-019 01/01/2017

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 28.77	13.31

PLAS0200-005 08/02/2017

	Rates	Fringes
PLASTERER.....	\$ 41.26	14.46

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

PLAS0500-001 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 29.57	19.77

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

PLUM0016-006 07/01/2017

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 53.78	21.61
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel		

work.....	\$ 49.28	21.61
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 47.76	20.63
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 36.91	18.96

PLUM0016-011 07/01/2017

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 39.91	17.53

PLUM0078-001 07/01/2016

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 44.16	25.19
Sewer & Storm Drain Work....	\$ 44.16	25.19

ROOF0045-001 07/01/2017

	Rates	Fringes
ROOFER.....	\$ 30.73	8.43

SFCA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.17	15.84

* SHEE0206-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

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

 TEAM0166-001 07/03/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	32.69
GROUP 2.....	\$ 23.49	32.69
GROUP 3.....	\$ 23.69	32.69
GROUP 4.....	\$ 23.89	32.69
GROUP 5.....	\$ 24.09	32.69
GROUP 6.....	\$ 24.59	32.69
GROUP 7.....	\$ 26.09	32.69

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.

=====
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.

=====

END OF GENERAL DECISION



Public Works Department
Contracts Division

This comes to inform you that, pursuant to changes resulting from California Senate Bill 96, the City will be amending the terms of your upcoming contract to reflect the changes as follows:

Replace the Attachment D that was included in the solicitation with the revised Attachment D attached hereto.

Please complete below, sign and return to me at your earliest convenience.

K-18-1584-DBB-3

RFP/Bid Number

Atlas Development Corporation

Firm Name

MEMORIAL COMMUNITY PARK PLAYGROUND ADA UPGRADES

Project Name

Mark Atefi, President

Print Name/Title


Signature

cc: Stephen Samara, Principal Contract Specialist, Public Works Department
Rosa Isela Riego, Senior Contract Specialist, Public Works Department
File

Attachment

ATTACHMENT D

PREVAILING WAGES

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

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

 - 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

1.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

1.10. Stop Order. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

1.11. List of all Subcontractors. The 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.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

Bid Results

Bidder Details

Vendor Name Atlas Development
Address 991C Lomas Santa fe Dr #115
 Solana Beach, CA 92075
 United States
Respondee Mark Atefi
Respondee Title President
Phone 619-200-0902 Ext.
Email mark.atefi@atlas-corp.net
Vendor Type ELBE,PQUAL,Local
License # 858038
CADIR

Bid Detail

Bid Format Electronic
Submitted November 9, 2017 12:19:47 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 123049
Ranking 0

Respondee Comment

DIR # 1000003093

Buyer Comment

Attachments

File Title	File Name	File Type
Atlas - Contractors Certification of Pending Actions	Atlas - Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions
Atlas - Lobby Prohibition Certification and Disclosure	Atlas - Lobby Prohibition Certification and Disclosure.pdf	Lobby Prohibition, Certification and Disclosure
Atlas - Bid Bond	Atlas - Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment	Reference
Main Bid							
1	Construction of Park Improvements						
	238990	LS	1	\$1,149,967.90	\$1,149,967.90		9-3.1
2	Removal and Replacement of Expansive Material						
	238910	CY	480	\$75.82	\$36,393.60		301-1.7
3	Bonds (Payment and Performance)						
	524126	LS	1	\$18,700.00	\$18,700.00		2-4.1
4	Mobilization						
	238990	LS	1	\$40,400.00	\$40,400.00		9-3.4.1

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment	Reference
5	Water Pollution Control Program Development						
	541330	LS	1	\$1,000.00	\$1,000.00		701-13.9.5
6	Water Pollution Control Program Implementation						
	237990	LS	1	\$21,664.44	\$21,664.44		701-13.9.5
7	Building Permits - Type I						
	236220	AL	1	\$7,000.00	\$7,000.00		7-5.3
8	Special Inspection - Type I						
	236220	AL	1	\$3,000.00	\$3,000.00		4-1.3.4
9	Field Orders - Type II						
		AL	1	\$70,000.00	\$70,000.00		9-3.5
Subtotal					\$1,348,125.94		
Total					\$1,348,125.94		

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
Tot Lot Pros 14688 El Molino St. Fontana, CA 92335 United States	Playground Equipment Installation	967975	1000002374	\$45,750.00	
Cacy Electric 10744 Prospect Ave, Ste B Santee, CA 92071 United States	Electrical	780158	1000001728	\$45,460.00	
Alcorn Fence Company dba: Atlas Fence Company 788 Energy Way Chula Vista, CA 91911 United States	Fencing	176374	1000001986	\$16,400.00	
Robertson Industries, Inc 2414 West 12th St, Suite 5 Tempe, AZ 85281 United States	Rubber Surfacing	667261	1000002700	\$46,760.00	CADIR