

City of San Diego

CONTRACTOR'S NAME: Fordyce Construction, Inc.
ADDRESS: 9932 Prospect Ave #138, Santee, CA 92071
TELEPHONE NO.: 619-449-4272 **FAX NO.:**
CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, **Email:** RRiego@sandiego.gov
Phone No. (619) 533-3426
L. Marshall / A. Jaro / N. Alkuree

BIDDING DOCUMENTS



FOR

CLAY AVENUE MINI PARK

BID NO.: K-23-1854-DBB-3-C
SAP NO. (WBS/IO/CC): L-16000.5
CLIENT DEPARTMENT: 1714
COUNCIL DISTRICT: 8
PROJECT TYPE: GC
CDBG #: 10000-20

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM
SEPTEMBER 20, 2022

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
6.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM, 3 Working Days After Bid Opening	ALL BIDDERS
8.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
9.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
10.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
11.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
13.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
15.	Form AA64 MBE/WBE Information and Form AA65 Section 3 Outreach Methods	Shall be submitted upon award.	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Clay Avenue Mini Park**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$826,000**.
4. **BID DUE DATE AND TIME ARE: SEPTEMBER 20, 2022 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City 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. **Federal Emergency Management Agency, DHS (FEMA), Department of Interior (DOI), Department of Energy (DOE), and Department of Housing and Urban Development (HUD):**
 1. Small Disadvantaged Business (SDB): 5%
 2. Women-Owned Small Business (WoSB): 5%
 3. HUBZone Small Business (HubZone): 3%
 4. Service Disabled Veteran-owned Small Business (SDVoSB): 3%

7.6. Bid **shall** be declared non-responsive if the Bidder fails any of the following conditions:

7.6.1. Submission of GFE documentation, as specified in the Special Provisions.

7.6.2. Attending the Pre Bid Meeting.

7.6.3. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to **conduct** outreach to and include DBE Subcontractors as required in this solicitation by 5 PM 4 Working Days after the Bid opening.

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

8. PRE-BID MEETING:

8.1. MANDATORY ONLINE PRE-BID MEETING VIA GOTOMEETING:

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

The Pre-Bid Meeting will be held on: **Thurs. August 25, 2022, at 10:00 AM (PST)** at GoToMeeting.

Please join the meeting from your computer, tablet or smartphone.

<https://meet.goto.com/602509709>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 602-509-709

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

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

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

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

The GoToMeetings will open thirty minutes prior to the start times listed above to allow the attendees the opportunity to sign in by the deadline.

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

Attendance at the Pre Bid 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.

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 bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 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 by the City Attorney's Office.
- 9.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 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 Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:

RRiego@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.

11. ADDITIVE/DEDUCTIVE ALTERNATES:

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/		
*Electronic updates to the Standard Drawings may also be found in the link above		

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

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California

Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor - regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- 13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.

- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 3 working days after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

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

22. THE CONTRACT:

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

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the

proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Fordyce Construction, Inc. , a corporation, as principal, and
The Ohio Casualty Insurance Company , a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of
One Million One Hundred Fifty Nine Thousand One Hundred Dollars and Zero Cents
(\$1,159,100.00) for the faithful performance of the annexed contract, and in the sum of **One Million**
One Hundred Fifty Nine Thousand One Hundred Dollars and Zero Cents (\$1,159,100.00) for the
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

The obligation herein with respect to laborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

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

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

Dated October 21st, 2022

Approved as to Form

Fordyce Construction, Inc.

Principal

By Brian Fordyce

Brian Fordyce, President

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By Dana Fairchild
Deputy City Attorney

Print Name: Dana Fairchild

Date: 11/15/2022

The Ohio Casualty Insurance Company

Surety

By Bart Stewart

Bart Stewart, Attorney-in-fact



Approved:

By Stephen Samara

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Date: 11/7/2022

175 Berkeley Street

Local Address of Surety
Boston, MA 02116

Local Address (City, State) of Surety

(617) 357-9500

Local Telephone No. of Surety

Premium \$ 2,934.00

Bond No. 024241201



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

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

Certificate No: 8206236 - 969556

POWER OF ATTORNEY

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

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

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



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

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of October, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Diego)

On October 21st, 2022 before me, Genevieve Sistar, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Bart Stewart
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Genevieve Sistar

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** City owned 0.19 acre park is to include the following improvements: playground equipment and resilient surfacing, picnic area, open play area, accessible sidewalks, accessible street parking striping, alley security gate, and security lighting.
 - 1.1.** The Work shall be performed in accordance with:
 - 1.1.1.** The Notice Inviting Bids and Plans numbered **40621-01-D** through **40621-26-D**, inclusive.

- 2. LOCATION OF WORK:** The location of the Work is as follows:

3161 1/3 Clay Avenue, San Diego, CA 92113.

See **Appendix E, Location Map.**

- 3. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period (PEP) shall be **220 Working Days.**

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.
 - c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-

one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the

requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with

this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

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

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

union referral process has impeded your efforts to maintain your EEO Policy.

- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.

5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.

7. A Contractor whose Bid is accepted shall not:
- a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
 - vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
 - b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.

8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

Subcontractor.

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

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

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

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

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

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

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

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

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

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

2. EQUAL OPPORTUNITY CLAUSES:

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

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

3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

3.2. Standard Federal Equal Employment Specifications.

1. As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

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

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

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

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to

organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3.3. Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

4. VIOLATION OR BREACH OF REQUIREMENTS:

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

5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

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

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

6. RECORDS OF PAYMENTS TO DBEs:

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

7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

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

- 7.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
 - 7.3. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
 - 7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see pages below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
 - 7.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
 - 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
 - 7.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
8. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
- 8.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

8.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

8.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

8.2. Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

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

8.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

8.4. Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

- 8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Prevailing Wage Unit at 858-627-3200.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 8.9.1.** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration

fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

8.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

8.10. Stop Order. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

8.11. List of all Subcontractors. The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

8.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

8.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

8.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

8.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11 above. (Labor code section 1773.3).

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022
7	07/22/2022
8	07/29/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/05/2021

	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).....	\$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 05/01/2021

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.94	18.71

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

CARP0213-003 07/01/2021

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scrapper...	\$ 22.16	8.62

CARP0619-002 07/01/2021

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28

(5) Residential		
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

 CARP0619-004 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

 ELEC0569-001 06/01/2021

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

 ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use		

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

 ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

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

 * ELEC0569-006 06/06/2022

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.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

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 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

 ELEC1245-001 01/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 60.19	22.07
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 48.08	20.86
(3) Groundman.....	\$ 36.76	20.46
(4) Powderman.....	\$ 51.87	18.79

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

 ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

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

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20

OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

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 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, PILEDRIVING 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 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

 IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

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

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 34.18	20.48
Group 2.....	\$ 34.86	20.48
Group 3.....	\$ 35.57	20.48
Group 4.....	\$ 36.37	20.48
Group 5.....	\$ 38.30	20.48
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 30.82	18.80
(2) Cleanup, Landscape, Fencing (Chain Link & Wood) .	\$ 29.53	18.80

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); Rii-prap, 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 men 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, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

LABO0089-004 07/01/2020

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 35.30	20.48
Group 2.....	\$ 35.76	20.48
Group 3.....	\$ 36.17	20.48
Group 4.....	\$ 37.01	20.48
Group 5.....	\$ 40.28	20.48

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, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-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 traking, 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 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

LABO0345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 46.50	20.42
GROUP 2.....	\$ 45.55	20.42
GROUP 3.....	\$ 42.01	20.42

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...\$	38.89	17.10
(2) Vehicle Operator/Hauler.\$	39.06	17.10

(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

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 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

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 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

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 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 37.14	20.90
	Rates	Fringes
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

PAIN0036-012 10/01/2020

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PLAS0200-005 08/04/2021

	Rates	Fringes
PLASTERER.....	\$ 45.77	18.39

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

 PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2021

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 58.33	25.36
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 52.20	24.38
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 39.91	22.71
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.....	\$ 53.83	25.36

PLUM0016-011 09/01/2021

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 42.74	21.28

PLUM0345-001 09/01/2021

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 36.85	24.75
Sewer & Storm Drain Work....	\$ 40.94	22.13

ROOF0045-001 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 39.90	11.19

SFCA0669-001 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.16

SHEE0206-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

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 09/01/2019

	Rates	Fringes
Truck drivers:		

GROUP 1.....	\$ 18.90	34.69
GROUP 2.....	\$ 26.49	34.69
GROUP 3.....	\$ 26.69	34.69
GROUP 4.....	\$ 26.89	34.69
GROUP 5.....	\$ 27.09	34.69
GROUP 6.....	\$ 27.59	34.69
GROUP 7.....	\$ 29.09	34.69

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

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

- 10.1.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- 10.2.** The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 75, 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 75. 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 75 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 75, 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 75.

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 2 CFR 200.321(b), 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 San Francisco, CA 94105	Dynamic Small Business Search: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
	Bid Notification: https://eweb1.sba.gov/subnet/common/dsp_login.cfm
U.S. Department of Commerce	213-989-3153 or 213-353-9400
Minority Business Development Agency	Website:
1055 Wilshire Blvd Suite 900 Los Angeles, CA 91107	http://www.mbda.gov/ https://www.mbda.gov/business-center/los-angeles-mbda-business-center

13.9. State Agencies (must be contacted):

Name and Address	Telephone and Web Site
California Department of Transportation	(916) 227-9599
(CALTRANS) Business Enterprise Program ⁴	<u>DBE Database:</u> https://dot.ca.gov/programs/civil-rights/dbe
Mailing Address: PO Box 942874 Sacramento, CA 94274-0015	
1820 Alhambra Blvd. Sacramento, CA 95816	
CA Public Utilities Commission (CPUC)⁵	
505 Van Ness Avenue San Francisco, CA 94102-3298	<u>Directory:</u> https://sch.thesupplierdearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp

Notes:

1. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

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

14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

- 14.1.** The affirmative GFE steps documentation shall be submitted **within 4 Working Days after the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid non-responsive and reject it.
- 14.2.** The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

15. FORMS:

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

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

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

15.1.2. The following forms shall be submitted upon award of construction projects that include CDBG funding:

1. Form AA64 - MBE/WBE Information

2. Form AA65 - Section 3 Outreach Methods
(Only if CDBG funding **exceeds a threshold of \$200,000.**)

15.1.3. The following forms shall be submitted prior to completion of construction projects that **exceed a threshold of \$200,000** of CDBG funding received.

1. Form AA66 - MBE/WBE Information – No Change Certification
2. Form AA67 - Section 3 Worker Certification

(Only if CDBG funding **exceeds a threshold of \$200,000** and there were Section 3 Workers and/or Targeted Section 3 Workers that completed labor hours for the project.)

3. Form AA68 - Section 3 Project Closeout Report
(Only if CDBG funding **exceeds a threshold of \$200,000.**)

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

Affirmative Good Faith Effort Steps shall include the steps listed at 2 CFR 200.321(b), listed below. Please select one of the options or provide a description of the outreach efforts that were completed to ensure the inclusion, to the maximum extent possible, of entities owned by minorities and women.

Organization:

- Placing qualified and small minority businesses and women's business enterprises on solicitation lists.
- Assuring that small minority business and women's business enterprises are solicited whenever there are potential resources.
- Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority and women's business enterprises.
- Establishing delivery schedules where the requirements permit which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring the Prime Contractor, if contracts are to be let, to take the affirmative steps previously listed in the options above.
- Other efforts attempted. Please describe below.

General/Prime Contractor:

- Placing qualified and small minority businesses and women's business enterprises on solicitation lists.
- Assuring that small minority business and women's business enterprises are solicited whenever there are potential resources.
- Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority and women's business enterprises.
- Establishing delivery schedules where the requirements permit which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring the Prime Contractor, if contracts are to be let, to take the affirmative steps previously listed in the options above.
- Other efforts attempted. Please describe below.

SECTION 3 SUMMARY REPORT – OUTREACH METHODS

Organization/Company Name	CDBG Funding Award Date
Name of Project	Project Address
Person Completing Form (name and title)	Telephone Number

SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very low-income persons.

Particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons

For construction projects awarded that exceed a threshold of \$200,000 of Federal Community Development Block Grant (CDBG) funding, all contractors are required to comply with Section 3 requirements.

The Benchmarks for Section 3 labor hours are 25%, which means 20% of the total labor hours for a construction project should be completed by Section 3 workers.

The Benchmarks for Targeted Section 3 labor hours is 5%, which means 5% of the total labor hours for a construction project should be completed by Targeted Section 3 workers.

SECTION 3 – OUTREACH ATTEMPTS

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low income people and Section 3 businesses. Proof of these efforts must be submitted as part of required documentation. (Check all that apply.)

- Engaged in efforts to generate job applicants that are Targeted Section 3 Workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 Workers with assistance in seeking employment including: drafting resumes, preparation for interviews, and finding job opportunities connecting residents to job placement services.

- Held one or more job fairs.
- Provided or referred Section 3 Workers to services supporting job readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational technical training.
- Assisted Section 3 Workers to obtain financial literacy training/and or coaching.
- Engaged in outreach events to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create advantages for disadvantaged or small businesses.
- Outreach, engagement or referrals with the state one-stop system as defined in Section 121 (e)(2) of the Workforce Innovation and Opportunity Act.
- Other efforts. Please describe below.

By submitting this form, my organization/company certifies that the information provided on this form is true, complete, accurate, and meets HUD Section 3 reporting requirements in accordance with 24 CFR Part 75.

Signature Print Name and Title Date

MBE INFORMATION FORM - NO CHANGE CERTIFICATION
GENERAL CONTRACTOR

Organization Name: _____

Organization Address: _____

Project Name: _____

Project Address: _____

I certify there have been no changes to the MBE Information form previously submitted for this project.

Signature of Authorized Signing Official/Representative

Date

Print Name of Authorized Signing Official/Representative

Print Title of Authorized Signing Official/Representative

Print Email of Authorized Official

Section 3 Worker Certification Form

Employee Name	Project Name
Employee's Address	City, State, Zip Code

Section 3 Worker (24 CFR 75.5) Definition

(1) Any worker who currently fits at least one of the following eligibility categories listed below, as documented on file. (Select any of the options below that apply.)

- Worker is employed by a certified Section 3 business concern.
- Worker is a participant of a YouthBuild Program.
- Worker's annual income for the previous year is below 80% of the Area Median Income (AMI) limit established by HUD. Please see the table below.

HUD 2021 CDBG Income Limit	1 Person 80% of AMI
City of San Diego	\$67,900

Targeted Section 3 Worker [24 CFR 75.21 (a)] Definition

(2) Any worker who currently fits at least one of the following eligibility categories listed below, as documented on file. (Select any options below that apply.)

- Worker is employed by a certified Section 3 business concern.
- Worker lives in the neighborhood or service area of the project.
- Worker is a participant of a YouthBuild Program.

By signing this document, I certify that I am a Section 3 Worker and/or Targeted Section 3 Worker based on the selection of one or more of the eligibility categories listed above.

Signature **Date**

SECTION 3 SUMMARY CLOSEOUT REPORT- PRIME CONTRACTOR/SUBCONTRACTOR

Organization/Company Name		Contract Award Date	
Name of Project		Project Address	
Person Completing Form (name and title)		Telephone Number	
Total Dollar Amount of Construction Contracts Awarded (All funding sources) \$		Total Dollar Amount of CDBG Construction Contracts Awarded (CDBG only) \$	
Section 3 Registered Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	Women Business Enterprise (WBE)? <input type="checkbox"/> Yes <input type="checkbox"/> No	Minority Business Enterprise (MBE)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low and very low-income persons.

Particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons.

For construction projects awarded that exceed a threshold of \$200,000 of Federal Community Block Grant (CDBG) funding, all contractors are required to comply with Section 3 requirements.

The Benchmarks for Section 3 labor hours are 25%, which means 20% of the total labor hours for a construction project should be completed by Section 3 workers.

The Benchmarks for Targeted Section 3 labor hours is 5%, which means 5% of the total labor hours for a construction project should be completed by Targeted Section 3 workers.

In the table below list the total number of construction workers for this project. Additionally, list the number of workers hired within the year that qualify under the HUD criteria listed on Page 2.

24 CFR 75.25 – Reporting Tables

Construction Trades (i.e., Carpentry, Electrical, Drywall, Plumbing, etc.)	Total Number of Section 3 Workers	Total Number of Labor Hours Worked	Total Number of Labor Hours Worked by Section 3 Workers

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM to 5:00 PM**.

SECTION 3 – CONTROL OF THE WORK

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

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following report of explorations and tests at the Work Site:
 - a) Limited Geotechnical Investigation And Infiltration Feasibility Study, Clay Avenue Mini Park San Diego, "California. Dated" January 22, 2021, by GeoCon Inc..
6. The reports listed above are available for review at the following link:
<https://drive.google.com/drive/folders/1PTdU8VDlxUPMPpbQ5fMIOx9Ni-7hWZyF?usp=sharing>

SECTION 4 - CONTROL OF MATERIALS

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

2. The specialty inspections required are listed as follows:
 - a) Third Party Playground Safety Audit_IPEMA certified inspector.
 - b) Concrete work 3,000 psi or greater
 - c) Shade Structure

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

11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City’s Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2 Types of Insurance.

5-4.2.1 General Liability Insurance.

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

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

5-4.2.2 Commercial Automobile Liability Insurance.

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.

2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

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

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

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

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

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

5-4.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

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

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

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

5-4.8 Notice of Changes to Insurance. You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Clay Avenue Mini-Park American Disabilities Act (ADA) Improvements**, Project No. **L-16000.5**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Appendix A**.

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

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1

General. To the “WHITEBOOK”, ADD the following:

4. The Lump Sum Bid item for “**Construction of Park Improvements**” shall include, and not be limited to, include playground equipment and resilient surfacing, picnic table, open play area, accessible sidewalks, planting and irrigation, accessible street parking striping, alley security gate, and security lighting, as specified in the Plans, Contract Documents, and Technicals in Attachment E, SSP.
5. The Lump Sum Bid Item for **Additive Alternate A, “Garden Accent Wall”** shall include materials, labor, tools, equipment, installation and incidentals as required for completing the work as shown on the plans.
6. The Lump Sum Bid Item for **Additive Alternate A, “Boulders”** as shown on Sheets LC-1.0 and LC-2.0 shall include materials, labor, tools, equipment, installation and incidentals as required for completing the work as shown on the plans.
7. The Lump Sum Bid Item for **Additive Alternate A, “Etched Concrete Text”** as shown on Sheets LC-1.0 and CL-2.1 shall include materials, labor, tools, equipment, installation and incidentals as required for completing the work as shown on the plans.
8. The Lump Sum Bid Item for **Additive Alternate A, “15 gallon Podocarpus Macrophyllus”** as shown on Sheet LP-1.0 shall include materials, labor, tools, equipment, installation and incidentals as required for completing the work as shown on the plans.
9. The Lump Sum Bid Item for **Additive Alternate A, “Arbor Shade Structure”** with footings as shown on Sheets LC-1.0 and LC-2.4 shall include materials, labor, tools, equipment, installation and incidentals as required for completing the work as shown on the plans.

SECTION 300 – EARTHWORK

ADD:

300-2.1.1 **Miscellaneous Grading Conditions.**

Site Grading. Slope grades to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

300-2.1.2 Moisture Control. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill material on surfaces that are muddy.
2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

300-2.1.3 Compaction of Backfill and Fills.

1. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
2. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
3. Compact soil to not less than the following percentages of maximum density of 90% compaction according to ASTM D 1557:
 - a. Under all other pavement, subgrade shall be scarified and recompacted to a depth of twelve inches, unless indicated otherwise.

SECTION 402 – UTILITIES

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

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

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

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

SECTION 800 – MATERIALS

ADD:

800-1.2.4 Organic Soil Amendment. To the “GREENBOOK”, DELETE Type 1 organic soil amendment in its entirety and SUBSTITUTE with the following:

Type 1 organic soil amendment shall be fully composted aerobic humus compost without the presence of malodorous decomposition products. The organic matter content shall be at least 50% by dry weight. Humus material shall have an acid-soluble ash content of no less than 6% and no more than 20%. Acceptable products include, but are not limited to, composts, manures, mushroom composts, straw alfalfa, peat moss. Products shall be low in salts, low in heavy metals, free from weed seeds, free from pathogens, and other deleterious materials. Composted wood products are conditionally acceptable in which stable humus is present. Wood based products

using redwood or cedar are not acceptable. Sludge based materials are not acceptable.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 800-1.2.4 (A)

pH	6 to 8.5
Salt Content	Less than 10 millimho/cm @ 25° C in a saturated extract
Boron	Less than 1 ppm
Silicon Content (acid-soluble ash)	Less than 50%
Carbon : Nitrogen Ratio	Less than 25:1
Maximum particle size	0.5 inch with 80 % passing a No. 4 (4.75mm) screen
SAR (sodium absorption ratio)	Less than 5

800-1.2.5 Mulch. To the “WHITEBOOK”, item 3, subsection “i”, ADD the following:

Type 9 Mulch shall be 3 inches maximum in size.

800-1.2.6 Inorganic Soil Amendments. To the “WHITEBOOK”, ADD the following:

3. Soil sulfur shall be 98% elemental sulfur.

ADD:

800-1.7 Herbicide.

1. Pre-emergent herbicide shall be as determined by Contractor. The purpose of the pre-emergent herbicide is to control the growth of weeds within planter areas below the bark mulch layer. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications.
2. Post-emergent herbicide shall be non-selective type for total control of undesirable vegetation, available as Roundup or approved substitution as determined by the Contractor. Contractor shall submit a sample label and Material Safety Data Sheet (MSDS) to the Resident Engineer for approval prior to purchase and applications. Application shall be in accordance with precautions and rates suggested by the manufacturer.

ADD:

800-2.1.6 Sand Encasement.

1. Sand Encasement for all irrigation pipe, direct burial control wire and electrical conduit shall be clean plaster or mortar sand, as per section 200 of the Greenbook, with a minimum sand equivalent of 50.

800-2.2.7 **Valve Boxes.** To the "WHITEBOOK", ADD the following:

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

ADD:

800-3.2.2.4 **Wire Testing.**

Wire shall be tested for continuity, open circuits, and unintentional grounds prior to connecting to equipment. Any wiring that is defective shall be replaced, at the Contractor's expense.

SECTION 801 – MATERIALS

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

7. Planting areas shall be irrigated to a minimum depth of six inches prior to planting installation. Planting pits shall be filled and water allowed to percolate a minimum of three times prior to planting installation. If water is not completely absorbed within 24 hours during any of the three percolation tests, contact the Resident Engineer for further instruction prior to planting.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the "WHITEBOOK", ADD the following:

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

TECHNICALS

Clay Avenue Mini Park

SUPPLEMENTAL CSI SPECIFICATIONS

CSI SPECIFICATIONS

DIVISION 11 – EQUIPMENT

11 68 13 Playground Equipment

DIVISION 26 – ELECTRICAL

26 05 19 Low Voltage Electrical Power Conductors and Cables

26 05 26 Grounding and Bonding for Electrical Systems

26 05 43 Underground Ducts and Raceways for Electrical Systems

26 05 53 Identification for Electrical Systems

26 09 23 Lighting Control Devices

26 27 13 Electricity Metering

26 56 13 Lighting Poles and Standards

26 56 19 LED Exterior Lighting

DIVISION 32- EXTERIOR IMPROVEMENTS

32 18 14 Synthetic Grass Surfacing for Courtyards

32 18 16 Playground Protective Surfacing

SECTION 11 68 13

PLAYGROUND EQUIPMENT

PART 1-GENERAL

1.01 SCOPE OF WORK

- A. Materials, labor and equipment for complete installation of play equipment as shown on the Plans.

1.02 RELATED SECTIONS

- A. 32 1816 PLAYGROUND PROTECTIVE SURFACING

1.03 QUALITY ASSURANCE

- A. Licensing: Refer to contract section: Notice Inviting Bids.
- B. Contractor shall adhere to play equipment and resilient surfacing installation safety and workmanship standards.
- C. Contractor shall provide materials, install play equipment, and construct playground areas in accordance with the following standards and guidelines. In case of conflict, the most restrictive and highest quality standards and guidelines shall apply to the work.
 1. "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM F1487-98, published by the American Society for Testing and Materials (ASTM).
 2. "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment," ASTM F1292-99.
 3. "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment," ASTM F1951-99.
 4. U.S. Consumer Products Safety Commission, *Handbook for Public Playground Safety*, published by the Consumer Product Safety Commission (CPSC), latest edition.
 5. "Americans with Disabilities Act" Accessibility Guidelines (ADAAG).
 6. All products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA).
 7. All designs shall meet or exceed the Americans with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.
 8. All manufacturers must be ISO 9001 certified.
- D. References and Standards
 - CPSC: Consumer Product Safety Commission
 - IPEMA: International Playground Equipment Manufacturers Association

- ADA: Americans with Disabilities Act
- ISO: International Organization for Standardization

E. Installation of play equipment and resilient surfacing shall be in full conformance with California Administrative Code Title 24 disabled access requirements.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Play area equipment and materials shall be ordered and delivered to the job site, and protected from construction operations and vandalism throughout the construction of the project.
- B. Damaged, vandalized or broken equipment and materials shall be cause for rejection as determined by the City's representative.

1.05 GUARANTEES AND WARRANTIES

- A. Contractor shall provide manufacturers' written certification that play equipment, resilient fill, and accessible resilient surfacing have been installed in accordance with manufacturers' recommendations and Contract Documents.
- B. Contractor shall provide the City with manufacturers' written warranties for accessible resilient surfacing and play equipment.
- C. The equipment manufacturer shall warrant material and workmanship against defects, from the date of shipment, for the period of time as follows:
 - a. LIMITED LIFETIME WARRANTY on all steel deck posts, clamping/fastening system and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or defective materials or defective workmanship.
 - b. LIMITED FIFTEEN (15) YEAR WARRANTY on main support materials and decks against structural failure caused by corrosion, defective materials or defective workmanship.
 - c. LIMITED TEN (10) YEAR WARRANTY on all steel playsystem components including railings, loops, and rungs against structural failure caused by defective materials or defective workmanship.
 - d. LIMITED TEN (10) YEAR WARRANTY on all rotomolded plastic against structural failure caused by defective materials or defective workmanship.

- e. LIMITED ONE (1) YEAR WARRANTY on all products not listed above against structural failure caused by defective materials or defective workmanship.
- D. The Contractor shall guarantee installation workmanship as defined in section 3-13.3 of the WHITEBOOK. The Contractor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the owner.

1.06 SUBMITTALS

- A. Contractor shall provide the following materials for review and acceptance by the City's representative.
 - 1. Play equipment Product Data: The Contractor shall submit within ten (10) calendar days after receipt of Notice to Proceed, five (5) complete sets of the material and equipment submittals, including:
 - a. Play Equipment Manufacturer and Manufacturer's Representative's name(s) and address(s)
 - b. Plan view drawings with model numbers; descriptive labels (including component names,) deck heights, and notations of compliance with CPSC, ASTM F1487-98 and ADA.
 - c. Detailed component list with model numbers and catalog descriptions
 - d. Color Chart
 - e. Written material specifications for all components
 - f. IPEMA certification certificate from the IPEMA Website
 - g. Copy of Manufacturer Warranty in Certificate format
 - h. Copy of Manufacturer's ISO 9001 Certification
 - 2. Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without the written authorization of the Owner's representative.

1.07 Layout

- A. Contractor shall provide layout at the site for placement of play equipment. Safety zones shall be evaluated and accepted by the City's and manufacturer's representatives prior to play equipment installation.

1.08 SAFETY

- A. Contractor shall provide for the complete protection and closure of play areas during and after installation, throughout the maintenance period until final acceptance, and at no

additional cost to the City. Any injury, claim or vandalism arising from the insufficient closure and protection of the play areas shall be responsibility of the Contractor.

1.09 AVAILABILITY AND ORDERING OF SPECIFIED ITEMS

- A. Availability: Verify prior to bidding that all specified items, including but not limited to play equipment, accessible resilient surfacing, structures, and park furnishings will be available in time for installation during orderly and timely progress of the work.

In the event specified item or items will not be available, notify the City prior to receipt of bids.

- B. Ordering: Specified items shall be ordered within 10 days of receipt of the "Notice To Proceed." Provide written evidence of timely ordering of specified items to the Resident Engineer.

PART 2-PRODUCTS

2.01 PLAY EQUIPMENT. Equipment shall be in accordance with Construction Plans and the following specifications, or approved equal.

- A. 5-12 age Playbooster and Evos play structure shall be as specified on the plans, and shall include the following components, or approved equal:

PlayBooster® and Evos® (5-12 years)		
PHASE-1 Direct Bury Mixed Material		
QTY	NO.	DESCRIPTION
PlayBooster® Slides		
1	130390A	Double Swoosh Slide
Climbers W/Permalene Handholds		
1	152907D	Deck Link w/Barriers Steel end panels 4 Steps
Climbers W/Vibe Handholds		
1	180096B	Chimney Climber w/Vibe Handholds 72"Dk DB
1	180101B	Corkscrew w/Vibe Handholds 72"Dk DB
1	184606B	O-Zone 3-Ring Climber w/Vibe Handholds 8"Deck Diff Attached to 32"Dk DB
Bridges & Ramps		
1	111345A	Bridge/Ramp Transition Bracket

Motion & More Fun		
2	120901A	Grab Bar
1	120902A	Handhold Leg Lift
Roofs		
1	154884A	CoolToppers Single Post DB Only ¹
Decks		
2	122197A	90* Triangular Tenderdeck
1	121948A	Kick Plate 8"Rise
1	111228A	Square Tenderdeck
1	185852A	Transfer Step w/2 Handloops DB
1	111231A	Triangular Tenderdeck
1	121949A	Tri-Deck Kick Plate 8"Rise
Posts		
1	111404G	100"Alum Post DB
3	111404F	108"Alum Post DB
2	111404E	116"Alum Post DB
3	111404A	148"Alum Post DB
1	154883A	265"Steel Post For CoolToppers Single Post Roof DB 72"Dk
1	111404H	92"Alum Post DB

PlayBooster® and Evos® (5-12 years)		
PHASE-1 Direct Bury Mixed Material		
QTY	NO.	DESCRIPTION
Evos®		
Motion & More Fun		
1	156454A	E-Pod
Freestanding Play Climbers		
1	156435A	Hemisphere Climber DB Only ¹
2	120710A	Pod Climber 8" DB
Motion & More Fun		
1	158105A	Wobble Pod DB Only
Swings		
1	173592A	Oodle Swing DB Only ¹
Sports & Fitness		
1	100041A	Curved Balance Beam DB
Signs		
1	182503C	Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury

- 2.02 The layout shown in the plan view is based upon equipment and measurements from Coast Recreation. Acceptable manufacturer is Landscape Structures or approved equal. Other products may be considered equal if all of the parameters, specifications and design intent of the drawings are met. Coast Recreation can be contacted at (714) 619-0100.
- 2.03 Playground equipment and modular units submitted for consideration shall be equivalent in design, layout, deck size, post size, clamping/fastening system, deck/slide/climber height, ADA accessibility, appearance, color and construction detail of the playground equipment, structure or modular unit, specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturer's standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of components must be equal or superior to specified design as judged by the owner or owner's representative.
- 2.04 Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.
- 2.05 Designs and specifications are based upon equipment from Landscape Structures. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Play equipment shall be installed in accordance with manufacturers' recommendations.
- B. Play equipment shall be completely surrounded by unobstructed safety zones as recommended by the manufacturers. Resilient play surfaces only shall be located within safety zones. Play equipment safety zones shall not overlap one another unless allowed by ASTM or CPSC standards.
- C. Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view; elevations; footing drawings and details; as well as, written instructions to assure proper installation of the playground equipment, structure or modular unit.
- D. Playground equipment must be installed by a manufacturer certified installer and be installed in accordance with the manufacturer's installation specifications. Installation crew leader must be CPSI certified. An independent 3rd party inspector, provided by the Contractor, must inspect the final installation prior to acceptance. Independent 3rd party inspector must be a Certified Playground Safety Inspector and not employed by the installer or manufacturer.

- E. Close Out: Contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of install instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.
- F. Clean up: The site shall be kept clean and free of tools, trash, debris, and installation materials on a daily basis. Material may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

3.02 MAINTENANCE

- A. Contractor shall maintain play equipment, resilient fill, and accessible resilient surfaces throughout the maintenance period.
- B. Scratches, dents and other damage to play equipment resulting from Contractor's operations shall be repaired to original condition, or play equipment shall be replaced as determined by the City's representative.

END OF SECTION 116813

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 2000 V and less.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer's authorized service representative.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Member company of NETA.
 - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpha Wire Company.

2. American Bare Conductor.
 3. Belden Inc.
 4. Cerro Wire LLC.
 5. Encore Wire Corporation.
 6. General Cable Technologies Corporation.
 7. Service Wire Co.
 8. Southwire Company.
 9. Or approved equal.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- D. Conductors: Copper, complying with NEMA WC 70/ICEA S-95-658.
1. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN/THWN-2.

2.2 CONNECTORS AND SPLICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. 3M Electrical Products.
 2. AFC Cable Systems; a part of Atkore International.
 3. Gardner Bender.
 4. Hubbell Power Systems, Inc.
 5. Ideal Industries, Inc.
 6. ILSCO.
 7. NSi Industries LLC.
 8. O-Z/Gedney; a brand of Emerson Industrial Automation.
 9. Service Wire Co.
 10. TE Connectivity Ltd.
 11. Or approved equal.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway.
- B. Branch Circuits Concealed in Ceilings, Bridge Structure: Type THHN/THWN-2, single conductors in raceway.
- C. Branch Circuits Concealed Underground: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables underground in finished walls, ceilings, and under bridge structures unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

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

3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - c. Inspect compression applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor with respect to ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.
- C. Cables will be considered defective if they do not pass tests and inspections.
- D. Prepare test and inspection reports to record the following:
 - 1. Procedures used.
 - 2. Results that comply with requirements.
 - 3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
 - 1. Underground distribution grounding.
 - 2. Foundation steel electrodes.

1.3 ACTION SUBMITTALS

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

1.4 INFORMATIONAL SUBMITTALS

- A. As-Built Data: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
 - 1. Ground rods.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Burndy; Part of Hubbell Electrical Systems.
 2. Dossert; AFL Telecommunications LLC.
 3. ERICO International Corporation.
 4. Fushi Copperweld Inc.
 5. Or approved equal.

2.2 SYSTEM DESCRIPTION

- A. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
1. Solid Conductors: ASTM B 3.
 2. Stranded Conductors: ASTM B 8.
 3. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.4 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
 - 3. Connections to Ground Rods at Test Wells: Bolted connectors.
 - 4. Connections to Structural Steel: Welded connectors.

3.2 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Handholes: Install a driven ground rod through handhole floor, per drawing detail.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Flexible raceway runs.
- C. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.
- D. Metallic Fences: Comply with requirements of IEEE C2.
 - 1. Grounding Conductor: Bare copper, not less than No. 8 AWG.
 - 2. Gates: Shall be bonded to the grounding conductor with a flexible bonding jumper.
 - 3. Barbed Wire: Strands shall be bonded to the grounding conductor.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
- C. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Handholes are specified in Section 260543 "Underground Ducts and Raceways for Electrical Systems," and shall be at least 12 inches (300 mm) deep, with cover.
 - 1. Test Wells: Install at least one test well for each service unless otherwise indicated. Install at the ground rod electrically closest to service entrance. Set top of test well flush with finished grade or floor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

3.5 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 - 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at individual ground rods. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or

seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

- b. Perform tests by fall-of-potential method according to IEEE 81.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify the Resident Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 26 05 43 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Direct-buried conduit, ducts, and duct accessories.
 - 2. Handholes and boxes.

1.3 DEFINITIONS

- A. Trafficways: Locations where vehicular or pedestrian traffic is a normal course of events.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include duct-bank materials, including separators and miscellaneous components.
 - 2. Include ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
 - 3. Include warning tape.

1.5 INFORMATIONAL SUBMITTALS

- A. Duct-Bank Coordination Drawings: Show duct profiles and coordination with other utilities and underground structures.
 - 1. Include plans and sections, drawn to scale, and show bends and locations of expansion fittings.
- B. Product Certificates: For concrete and steel used in precast concrete handholes, as required by ASTM C 858.
- C. Qualification Data: For professional engineer and testing agency responsible for testing nonconcrete handholes and boxes.

D. Source quality-control reports.

E. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.

1.7 FIELD CONDITIONS

A. Ground Water: Assume ground-water level is 36 inches (900 mm) below ground surface unless a higher water table is noted on Drawings.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR DUCTS AND RACEWAYS

A. Comply with ANSI C2.

2.2 CONDUIT

A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.

B. RNC: NEMA TC 2, Type EPC-40-PVC, UL 651, with matching fittings by same manufacturer as the conduit, complying with NEMA TC 3 and UL 514B.

2.3 NONMETALLIC DUCTS AND DUCT ACCESSORIES

A. Solvents and Adhesives: As recommended by conduit manufacturer.

B. Duct Accessories:

1. Duct Separators: Factory-fabricated rigid PVC interlocking spacers, sized for type and size of ducts with which used, and selected to provide minimum duct spacing indicated while supporting ducts during concreting or backfilling.
2. Warning Tape: Underground-line warning tape specified in Section 260553 "Identification for Electrical Systems."

2.4 PRECAST CONCRETE HANDHOLES AND BOXES

A. Comply with ASTM C 858 for design and manufacturing processes.

- B. Description: Factory-fabricated, reinforced-concrete, monolithically poured walls and bottom unless open-bottom enclosures are indicated. Frame and cover shall form top of enclosure and shall have load rating consistent with that of handhole or box.
 - 1. Frame and Cover: Weatherproof steel frame, with steel cover with recessed cover hook eyes and tamper-resistant, captive, cover-securing bolts.
 - 2. Cover Legend: Molded lettering, "LIGHTING" or "ELECTRIC", based on wiring.
 - 3. Configuration: Units shall be designed for flush burial and have integral closed bottom unless otherwise indicated.
 - 4. Extensions and Slabs: Designed to mate with bottom of enclosure. Same material as enclosure.
 - a. Extension shall provide increased depth of 12 inches (300 mm).
 - b. Slab: Same dimensions as bottom of enclosure, and arranged to provide closure.
 - 5. Joint Sealant: Asphaltic-butyl material with adhesion, cohesion, flexibility, and durability properties necessary to withstand maximum hydrostatic pressures at the installation location with the ground-water level at grade.
- C. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate layout and installation of ducts, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field. Notify Resident Engineer if there is a conflict between areas of excavation and existing structures or archaeological sites to remain.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks, as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Resident Engineer.
- C. Clear and grub vegetation to be removed, and protect vegetation to remain according to Section 300 of the White Book. Remove and stockpile topsoil for reapplication according to Section 300 & 800 of the White Book.

3.2 UNDERGROUND DUCT APPLICATION

- A. Ducts for Electrical Feeders 600 V and Less: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

- B. Ducts for Electrical Branch Circuits: RNC, NEMA Type EPC-40-PVC, in direct-buried duct bank unless otherwise indicated.

3.3 EARTHWORK

- A. Excavation and Backfill: Comply with Section 300 of the White Book, but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation, and re-establish original grades unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary top soiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 800 of the White Book.
- D. Cut and patch existing pavement in the path of underground ducts and utility structures.

3.4 DUCT INSTALLATION

- A. Install ducts according to NEMA TCB 2.
- B. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes, to drain in both directions.
- C. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches (1200 mm), both horizontally and vertically, at other locations unless otherwise indicated.
- D. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- E. Installation Adjacent to High-Temperature Steam Lines: Where duct banks are installed parallel to underground steam lines, perform calculations showing the duct bank will not be subject to environmental temperatures above 40 deg C. Where environmental temperatures are calculated to rise above 40 deg C, and anywhere the duct bank crosses above an underground steam line, install insulation blankets listed for direct burial to isolate the duct bank from the steam line.
- F. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig (1.03-MPa) hydrostatic pressure.
- G. Pulling Cord: Install 100-lbf- (445-N-) test nylon cord in empty ducts.
- H. Direct-Buried Duct Banks:

1. Excavate trench bottom to provide firm and uniform support for duct bank. Comply with requirements in 306 of the White Book for preparation of trench bottoms for pipes less than 6 inches (150 mm) in nominal diameter.
2. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
3. Space separators close enough to prevent sagging and deforming of ducts, with not less than five spacers per 20 feet (6 m) of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches (150 mm) between tiers.
4. Depth: Install top of duct bank at least 36 inches (900 mm) below finished grade unless otherwise indicated.
5. Set elevation of bottom of duct bank below frost line.
6. Install ducts with a minimum of 3 inches (75 mm) between ducts for like services and 6 inches (150 mm) between power and signal ducts.
7. Elbows: Install manufactured duct elbows for stub-ups at poles and equipment, at building entrances through floor, and at changes of direction in duct run unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
8. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment, at bridge structure, and at changes of direction in duct run.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete.
 - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
9. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand place backfill to 4 inches (100 mm) over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction. Comply with requirements in 300 of the White Book for installation of backfill materials.
 - a. Place minimum 3 inches (75 mm) of sand as a bed for duct bank. Place sand to a minimum of 6 inches (150 mm) above top level of duct bank.
 - b. Place minimum 6 inches (150 mm) of engineered fill above concrete encasement of duct bank.
- I. Warning Tape: Bury warning tape approximately 12 inches (300 mm) above all concrete-encased ducts and duct banks. Align tape parallel to and within 3 inches (75 mm) of centerline of duct bank. Provide an additional warning tape for each 12-inch (300-mm) increment of duct-bank width over a nominal 18 inches (450 mm). Space additional tapes 12 inches (300 mm) apart, horizontally.

3.5 INSTALLATION OF CONCRETE, HANDHOLES, AND BOXES

A. Precast Concrete Handhole Installation:

1. Comply with ASTM C 891 unless otherwise indicated.
2. Install units level and plumb and with orientation and depth coordinated with connecting ducts, to minimize bends and deflections required for proper entrances.
3. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1-inch (25-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

B. Elevations:

1. Handhole Covers: In paved areas and trafficways, set surface flush with finished grade. Set covers of other handholes 1 inch (25 mm) above finished grade.
2. Where indicated, cast handhole cover frame integrally with handhole structure.

3.6 GROUNDING

- #### A. Ground underground ducts according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.7 FIELD QUALITY CONTROL

A. Perform the following tests and inspections and prepare test reports:

1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts.
2. Pull solid aluminum or wood test mandrel through duct to prove joint integrity and adequate bend radii, and test for out-of-round duct. Provide a minimum 6-inch- (150-mm-) long mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
3. Test handhole grounding to ensure electrical continuity of grounding and bonding connections. Measure and report ground resistance as specified in Section 260526 "Grounding and Bonding for Electrical Systems."

B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.8 CLEANING

- #### A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.

END OF SECTION 260543

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for conductors.
 - 2. Underground-line warning tape.
 - 3. Warning labels and signs.
 - 4. Equipment identification labels, including arc-flash warning labels.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

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

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Cables Carrying Circuits at 600 V or Less:

1. Black letters on an white field.
- B. Warning labels and signs shall include, but are not limited to, the following legends:
1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES (915 MM)."

2.3 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background. Minimum letter height shall be 3/8 inch (10 mm).

2.4 LABELS

- A. Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

2.5 TAPES AND STENCILS:

- A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.
- C. Underground-Line Warning Tape
1. Tape:
 - a. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - b. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - c. Tape material and ink shall be chemically inert and not subject to degradation when exposed to acids, alkalis, and other destructive substances commonly found in soils.
 2. Color and Printing:
 - a. Comply with ANSI Z535.1, ANSI Z535.2, ANSI Z535.3, ANSI Z535.4, and ANSI Z535.5.
 - b. Inscriptions for Red-Colored Tapes: "ELECTRIC LINE, HIGH VOLTAGE".

2.6 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.
- B. Verify identity of each item before installing identification products.
- C. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.
- D. Apply identification devices to surfaces that require finish after completing finish work.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Attach plastic raceway and cable labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- G. During backfilling of trenches, install continuous underground-line warning tape directly above cable or raceway at 6 to 8 inches (150 to 200 mm) below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches (400 mm) overall.

3.3 IDENTIFICATION SCHEDULE

- A. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:

- 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
- c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- B. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, manholes, and handholes, use self-adhesive vinyl labels with the conductor or cable designation, origin, and destination.
- C. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 2. Use system of marker-tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- D. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, and control wiring cable.
1. Install underground-line warning tape for direct-buried cables and cables in raceways.
- E. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual. Apply labels to disconnect switches and protection equipment, control panels. Systems include power, lighting, control, communication, signal, monitoring, and alarm unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - b. Unless labels are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
 2. Equipment To Be Labeled:
 - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of an engraved, laminated acrylic label.
 - b. Enclosures and electrical cabinets.
 - c. Enclosed controllers.

- d. Contactors.
- e. Remote-controlled switches, dimmer modules, and control devices.

END OF SECTION 260553

SECTION 26 09 23 - LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Outdoor photoelectric switches, solid state, luminaire-mounted.
 - 2. Outdoor motion sensors.
 - 3. Conductors and cables.

1.3 ACTION SUBMITTALS

- A. Shop Drawings:
 - 1. Show installation details for field devices and control system.
 - a. Occupancy sensors.
 - 2. Interconnection diagrams showing field-installed wiring.
 - 3. Include diagrams for power, signal, and control wiring.
- B. Field quality-control reports.

1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's warranties.

1.5 WARRANTY

- A. Special Extended Warranty: Manufacturer and Installer warrant that installed lighting control devices perform in accordance with specified requirements and agree to repair or replace,

including labor, materials, and equipment, devices that fail to perform as specified within extended warranty period.

1. Failures include, but are not limited to, the following:
 - a. Faulty operation of lighting control software.
 - b. Faulty operation of lighting control devices.
2. Extended Warranty Period: Two year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 OUTDOOR PHOTOELECTRIC SWITCHES, SOLID STATE, LUMINAIRE-MOUNTED

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Cooper Industries, Inc.
 2. Intermatic, Inc.
 3. Leviton Manufacturing Co., Inc.
 4. NSi Industries LLC.
 5. TE Connectivity Ltd.
 6. Or Approved Equal.
- B. Description: Solid state, with SPST dry contacts rated for 1800 VA inductive, to operate connected load, complying with UL 773, and compatible with CFL and LED lamps.
 1. Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application.
 2. Light-Level Monitoring Range: 1.5 to 10 fc (16.14 to 108 lx), with an adjustment for turn-on and turn-off levels within that range.
 3. Time Delay: Thirty-second minimum, to prevent false operation.
 4. Lightning Arrester: Air-gap type.
 5. Mounting: Twist lock complying with ANSI C136.10, with base from same source and manufacturer as switch.
 6. Failure Mode: Luminaire stays ON.

2.2 OUTDOOR MOTION SENSORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 1. Cooper Industries, Inc.
 2. Hubbell Control Solutions; brand of Hubbell Electrical Solutions; Hubbell Incorporated.
 3. Leviton Manufacturing Co., Inc.
 4. Lithonia Lighting; Acuity Brands Lighting, Inc.
 5. Sensor Switch, Inc.
 6. WattStopper; Legrand North America, LLC.
 7. Or Approved Equal.

- B. Description: Solid-state outdoor motion sensors, integral to luminaire.
 - 1. Listed and labeled in accordance with NFPA 70, by a qualified electrical testing laboratory recognized by authorities having jurisdiction, and marked for intended location and application, and must comply with California Title 24.
 - 2. PIR type, weatherproof. Detect occurrences of 6 inch (150 mm) minimum movement of any portion of a human body that presents a target of not less than 36 sq. inch (23 200 sq. mm). Comply with UL 773A.
 - 3. Switch Rating:
 - a. Luminaire-Mounted Sensor: 1000 W incandescent, 500 VA fluorescent/LED.
 - 4. Switch Type: SP
 - 5. Voltage: Match the circuit voltage type.
 - 6. Detector Coverage:
 - a. Standard Range: 210-degree field of view, with a minimum coverage area of 900 sq. ft. (84 sq. m).
 - b. Long Range: 180-degree field of view and 110 ft. (34 m) detection range.
 - 7. Ambient-Light Override: Concealed, field-adjustable, light-level sensor from 10 to 150 fc (108 to 1600 lx). The switch prevents the lights from turning on when the light level is higher than the set point of the sensor.
 - 8. Concealed, "off" time-delay selector at 30 seconds and 5, 10, and 20 minutes.
 - 9. Operating Ambient Conditions: Suitable for operation in ambient temperatures ranging from minus 40 to plus 130 deg F (minus 40 to plus 54 deg C), rated as "raintight" in accordance with UL 773A.

2.3 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables".
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 14 AWG. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine lighting control devices before installation. Reject lighting control devices that are wet, moisture damaged, or mold damaged.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF SENSORS

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's instructions.

3.3 INSTALLATION OF WIRING

- A. Wiring Method: Comply with Section 260519 "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size is 1/2 inch (13 mm).
- B. Wiring within Enclosures: Separate power-limited and nonpower-limited conductors in accordance with conductor manufacturer's instructions.
- C. Size conductors in accordance with lighting control device manufacturer's instructions unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, device, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 260553 "Identification for Electrical Systems".
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Nonconforming Work:
 - 1. Lighting control devices will be considered defective if they do not pass tests and inspections.
 - 2. Remove and replace defective units and retest.
- C. Prepare test and inspection reports.

3.6 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months from date of Substantial Completion, provide on-site assistance in adjusting lighting control devices to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.
 - 1. For occupancy and motion sensors, verify operation at outer limits of detector range. Set time delay to suit Owner's operations.

3.7 MAINTENANCE

- A. Software and Firmware Service Agreement:
 - 1. Technical Support: Beginning at Substantial Completion, verify that software and firmware service agreement includes software support for two years.
 - 2. Upgrade Service: At Substantial Completion, update software and firmware to latest version. Install and program software upgrades that become available within two years from date of Substantial Completion. Verify upgrading software includes operating system and new or revised licenses for using software.
 - a. Upgrade Notice: No fewer than 30 days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.
 - 3. Upgrade Reports: Prepare written report after each update, documenting upgrades installed.

END OF SECTION 260923

SECTION 26 27 13 – ELECTRICITY METERING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes equipment for electricity metering by utility company.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. "All-in-one" pedestal equipment
- C. Shop Drawings: Dimensioned plans and sections or elevation layouts and wiring diagrams.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data. For electricity-metering equipment to include in emergency, operation, and maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 - PRODUCTS

2.1 EQUIPMENT FOR ELECTRICITY METERING BY UTILITY COMPANY

- A. Meters will be furnished by utility company.
- B. Current-Transformer Cabinets: Comply with requirements of electrical-power utility company.
- C. Meter Sockets: Comply with requirements of electrical-power utility company.
- D. Modular Meter Center: Factory-coordinated assembly of a main service disconnect device, wireways, tenant meter socket modules, and tenant feeder circuit breakers arranged in adjacent

vertical sections. Assembly shall be complete with interconnecting buses and other features as specified below.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 - b. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 - c. Siemens Energy & Automation, Inc.
 - d. Square D; a brand of Schneider Electric.
 - e. Pacific Utility Products
 - f. Or approved equal.
2. Comply with requirements of utility company for meter center.
3. Modular Meter Center: The "all-in-one" service equipment and all components shall be the latest standard product. Factory-coordinated assembly of a main service disconnect device, wireways, tenant meter socket modules, and tenant feeder circuit breakers arranged in adjacent vertical sections. Assembly shall be complete with interconnecting buses and other features as specified below.
 - a. Housing: NEMA 250, Type 3R enclosure.
 - b. Minimum Short-Circuit Rating: 42,000 amperes symmetrical at rated voltage.
 - c. Main Disconnect Device: Circuit breaker, series-combination rated for use with downstream feeder and branch circuit breakers.
 - d. Meter Socket: Type as approved by utility company, with rating coordinated with indicated tenant feeder circuit rating.
4. Phase and Ground Buses:
 - a. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors; bonded to box.

2.2 Branch Circuit Panelboards

- A. Panelboards: NEMA PB 1, power and feeder distribution type.
 1. Incoming Mains Location: Top.
 2. Phase, Neutral, and Ground Buses: Hard-drawn copper, 98 percent conductivity.
 3. Conductor Connectors: Suitable for use with conductor material and sizes.
 - a. Material: Hard-drawn copper, 98 percent conductivity.
 - b. Main and Neutral Lugs: Compression type.
 - c. Ground Lugs and Bus Configured Terminators: Compression type.
 4. Service Equipment Label: NRTL labeled for use as service equipment for panelboards with one or more main service disconnecting and overcurrent protective devices.
 5. Panelboard Short-Circuit Current Rating: Rated for series-connected system with integral or remote upstream overcurrent protective devices and labeled by an NRTL. Include size and type of allowable upstream and branch devices, and listed and labeled for series-connected short-circuit rating by an NRTL.

6. Directory Card: With transparent protective cover, mounted in metal frame, inside "all-in-one" door.
- B. Branch Overcurrent Protective Devices:
1. Bolt-on circuit breakers.

2.3 OVERCURRENT PROTECTIVE DEVICES

- A. Molded-Case Circuit Breaker: UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 225 A and larger.
- B. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.
1. Lugs: Compression style, suitable for number, size, trip ratings, and conductor materials.
 2. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with equipment installation requirements in NECA 1.
- B. Install equipment for utility company metering. Install raceways and equipment according to utility company's written requirements. Provide empty conduits for metering leads and extend grounding connections as required by utility company.
- C. Install modular meter center according to NECA 400 switchboard installation requirements.
- D. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."
- E. Install panelboards and accessories according to NEMA PB 1.1.
1. Mount plumb and rigid without distortion of box

END OF SECTION 262713

SECTION 26 56 13 - LIGHTING POLES AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Poles and accessories for support of luminaires.

1.3 DEFINITIONS

- A. EPA: Equivalent projected area.
- B. Luminaire: Complete lighting fixture.
- C. Pole: Luminaire-supporting structure.
- D. Standard: See "Pole."

1.4 ACTION SUBMITTALS

- A. Product Data: For each pole, accessory, and luminaire-supporting, arranged as indicated.
 - 1. Include data on construction details, profiles, EPA, cable entrances, materials, dimensions, weight, rated design load, and ultimate strength of individual components.
 - 2. Include finishes for lighting poles and luminaire-supporting devices.
 - 3. Anchor bolts and base plate covers.
 - 4. Manufactured pole foundations.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Detail fabrication and assembly of poles and pole accessories.

4. Foundation construction details, including material descriptions, dimensions, anchor bolts, support devices, and calculations, signed and sealed by a professional engineer licensed in the state of installation.
5. Anchor bolt templates keyed to specific poles and certified by manufacturer.
6. Method and procedure of pole installation. Include manufacturer's written installations.

1.5 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements according to AASHTO LTS-6-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations signed and sealed by a professional engineer.
- B. Qualification Data: For Installer and testing agency.
- C. Seismic Qualification Certificates: For luminaire, accessories, and components, from manufacturer.
 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Material Test Reports:
 1. For each pole, by a qualified testing agency.
- E. Source quality-control reports.
- F. Sample Warranty: Manufacturer's standard warranty.
- G. Soil test reports

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For poles to include in operation and maintenance manuals.
 1. "Operation and Maintenance Data," shall include pole inspection and repair procedures.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Pole repair materials.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for foundation testing.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant skids at least 12 inches (300 mm) above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- B. Retain factory-applied pole wrappings on metal poles until right before pole installation. Handle poles with web fabric straps.

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of pole(s) that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within a specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs from special warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
 - 2. Warranty Period for Corrosion Resistance: Five years from date of Substantial Completion.
 - 3. Warranty Period for Color Retention: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design pole foundation.
- B. Seismic Performance: Foundation and pole shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
 - 1. The term "withstand" means "the system will remain in place without separation of any parts when subjected to the seismic forces specified."
 - 2. Component Importance Factor: 1.5.
- C. Structural Characteristics: Comply with AASHTO LTS-6-M.
- D. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
- E. Live Load: Single load of 500 lbf (2200 N) distributed according to AASHTO LTS-6-M.

- F. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M.
 - 1. Basic wind speed for calculating wind load for poles 50 feet (15 m) high or less is 90 mph (40 m/s).
 - a. Wind Importance Factor: 1.0.
 - b. Minimum Design Life: 25 years.
 - c. Velocity Conversion Factor: 1.0.
- G. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
- H. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

2.1 ALUMINUM POLES

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. Hubbell Incorporated.
 - 2. Lithonia Lighting; Acuity Brands Lighting, Inc.
 - 3. Lumca Lighting.
 - 4. Or approved equal.
- B. Poles: Seamless, extruded structural tube complying with ASTM B221, Alloy 6061-T6, with access handhole in in pole wall.
 - 1. Shape: Square, curved.
 - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- C. Brackets for Luminaires: Detachable, cantilever, without underbrace.
 - 1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adaptor, then bolted together with stainless-steel bolts.
 - 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire. Match pole material and finish.
- D. Grounding and Bonding Lugs: Bolted 1/2-inch (13-mm) threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- E. Fasteners: Stainless steel, size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.

1. Materials: Compatible with poles and standards as well as to substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
- F. Handhole: Oval shaped, with minimum clear opening of 2-1/2 by 5 inches (65 by 130 mm), with cover secured by stainless-steel captive screws.
- G. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
- H. Powder-Coat Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair powder coat bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
 2. Powder coat shall comply with AAMA 2604.
 - a. Electrostatic applied powder coating; single application with a minimum 2.5- to 3.5-mils (64- to 89-um) dry film thickness; cured according to manufacturer's instructions. Coat interior and exterior of pole for equal corrosion protection.
 - b. Color: As selected by Architect from manufacturer's full range.

2.2 POLE ACCESSORIES

- A. Decorative accessories, supplied by decorative pole manufacturer, include the following:
1. Fixture Cross Arms: Aluminum, for mounting luminaire.
 2. 7-Pin Twist-Lock Receptacle: for wireless lighting control node with shorting cap.
- B. Brackets for Luminaires: Detachable, cantilever, without underbrace.
1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adaptor, then bolted together with stainless-steel bolts.
 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire. Match pole material and finish.
- C. Fasteners: Size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.
1. Materials: Compatible with poles and standards as well as the substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.

- D. Grounding and Bonding Lugs: Welded 1/2-inch (13-mm) threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size indicated, and accessible through handhole.

2.3 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine poles, luminaire-mounting devices, lowering devices, and pole accessories before installation. Components that are scratched, dented, marred, wet, moisture damaged, or visibly damaged are considered defective.
- C. Examine roughing-in for foundation and conduit to verify actual locations of installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 POLE FOUNDATION

- A. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Structural steel complying with ASTM A36/A36M and hot-dip galvanized according to ASTM A123/A123M; and with top-plate and mounting bolts to match pole-base flange and strength require to support pole, luminaire and accessories.
- B. Anchor Bolts: Install plumb using manufacturer-supplied steel template, uniformity spaced.

3.3 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on pole.

- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on drawing.
 - 1. Fire Hydrants and Water Piping: 60 inches (1520 mm).
 - 2. Water, Gas, Electric, Communications, and Sewer Lines: 10 feet (3 m).
 - 3. Trees: 15 feet (5 m) from tree trunk.
- C. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

3.4 GROUNDING

- A. Ground Metal Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole unless otherwise indicated.
 - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

3.5 IDENTIFICATION

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

3.6 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Inspect poles for nicks, mars, dents, scratches, and other damage.
 - 2. System function tests.

END OF SECTION 265613

SECTION 26 56 19 – LED EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Exterior solid-state luminaires that are designed for and exclusively use LED lamp technology.
2. Luminaire supports.

B. Related Requirements:

1. Section 260923 "Lighting Control Devices" for automatic and remote control of lighting.
2. Section 265613 "Lighting Poles and Standards" for poles and standards used to support exterior lighting equipment.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

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

4. Lamps, include life, output (lumens, CCT, and CRI), and energy-efficiency data.
 5. Wiring diagrams for power, control, and signal wiring.
 6. Means of attaching luminaires to supports and indication that the attachment is suitable for components involved.
- B. Shop Drawings: For nonstandard or custom luminaires.
1. Include plans, elevations, sections, and mounting and attachment details.
 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Include diagrams for power, signal, and control wiring.
- C. Product Schedule: For luminaires and lamps. Use same designations indicated on Drawings.
- D. Delegated-Design Submittal: For luminaire supports.
1. Include design calculations for luminaire supports.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Luminaires.
 2. Structural members to which equipment and luminaires will be attached.
 3. Underground utilities and structures.
 4. Above-grade utilities and structures.
 5. Existing above-grade utilities and structures.
- B. Qualification Data: For testing laboratory providing photometric data for luminaires.
- C. Seismic Qualification Certificates: For luminaires, accessories, and components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- D. Product Certificates: For each type of the following:
1. Luminaire.
- E. Product Test Reports: For each luminaire, for tests performed by manufacturer.

F. Source quality-control reports.

G. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

1.7 QUALITY ASSURANCE

A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturers' laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.

B. Provide luminaires from a single manufacturer for each luminaire type.

C. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

D. Mockups: For exterior luminaires, complete with power and control connections.

1. Obtain Resident Engineer's approval of luminaires in mockups before starting installations.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Resident Engineer specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

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

1.9 FIELD CONDITIONS

A. Verify existing and proposed utility structures prior to the start of work associated with luminaire installation.

B. Mark locations of exterior luminaires for approval by Resident Engineer prior to the start of luminaire installation.

1.10 WARRANTY

A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

- a. Structural failures, including luminaire support components.
 - b. Faulty operation of luminaires and accessories.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
2. Warranty Period: 5 year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Luminaires shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Seismic Performance: Luminaires and lamps shall be labeled vibration and shock resistant.
 1. The term "withstand" means "the luminaire will remain in place without separation of any parts when subjected to the seismic forces specified."

2.2 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. UL Compliance: Comply with UL 1598 and listed for wet location.
- C. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- D. CRI of minimum 70. CCT of 4000 K.
- E. L70 lamp life of 70000 hours.
- F. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- G. Internal driver.
- H. Nominal Operating Voltage: 240 Vac.
- I. In-line Fusing: On the primary for each luminaire.
- J. Lamp Rating: Lamp marked for outdoor use.
- K. Source Limitations: For luminaires, obtain each color, grade, finish, type, and variety of luminaire from single source with resources to provide products of consistent quality in appearance and physical properties.

2.3 LUMINAIRE TYPES

A. Area and Site:

1. Luminaire Shape: Curved.
2. Mounting: Pole.
3. Luminaire-Mounting Height: see schedule and detail drawings.
4. Distribution: Type III/full cut off.
5. Diffusers and Globes: Heat and impact resistant tempered flat glass.
6. Housings:
 - a. Aluminum housing and heat sink.

2.4 FINISHES

- ### A. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire electrical conduit to verify actual locations of conduit connections before luminaire installation.
- C. Examine pedestrian bridge and pole base bridge overhang for suitable conditions where luminaires will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with NECA 1.
- B. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer, and coordinated with pedestrian bridge fabricator.
- C. Install lamps in each luminaire.
- D. Fasten luminaire to structural support.

- E. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Support luminaires without causing deflection of finished surface.
 - 4. Luminaire-mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and a vertical force of 400 percent of luminaire weight.
- F. Wiring Method: Install cables in raceways. Conceal raceways and cables.
- G. Install luminaires level, plumb, and square with finished grade unless otherwise indicated.
- H. Coordinate layout and installation of luminaires with other construction.
- I. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.
- J. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections and wiring methods.

3.3 IDENTIFICATION

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

3.4 FIELD QUALITY CONTROL

- A. Inspect each installed luminaire for damage. Replace damaged luminaires and components.
- B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:
 - 1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 - 2. Verify operation of photoelectric controls.
- C. Illumination Tests:
 - 1. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IES testing guide(s):
 - a. IES LM-5.
 - b. IES LM-50.
 - c. IES LM-52.
 - d. IES LM-64.

- e. IES LM-72.
- 2. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
- D. Luminaire will be considered defective if it does not pass tests and inspections.
- E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

3.5 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
 - 1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
 - 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 - 3. Adjust the aim of luminaires in the presence of the Resident Engineer.

END OF SECTION 265619

SECTION 32 18 14
SYNTHETIC GRASS SURFACING FOR COURTYARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- 1. Section includes.
 - a. Synthetic grass surfacing
 - b. Drainage system.
- 2. Related White Book/ Green Book Requirements:
 - 1. Section 303-5 for perimeter concrete curb.
 - 2. Section 306-7 for additional subsurface drainage system.

1.3 PREINSTALLATION MEETINGS

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

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For synthetic grass surfacing.
 - 1. Include sections and details.
 - 2. Show locations of seams and method of seaming.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and testing agency.
- B. Quality-control reports.
- C. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For synthetic grass surfacing, including maintenance cleaning instructions, to include in maintenance manuals.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

- 1. Turf Fabric: Minimum of 500 sq. ft.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Employees of TotTurf or approved equal.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in location and manner to allow installation of synthetic grass surfacing without excess disturbance of granular base.

1.10 WARRANTY

- A. Special Warranty: Provide TotTurf's or approved equal standard warranty against faulty workmanship and material failure. Warranty shall cover full labor and materials and any other costs necessary to repair or replace field. Warranty shall be third-party insured and prepaid for the warranty period.

- 1. Failures include, but are not limited to, the following:
 - a. Deterioration and excessive wear.
 - b. Deterioration from UV light.
 - c. Seam separation
- 2. Warranty Period: 8 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SYNTHETIC GRASS SURFACING FOR COURTYARD

A. Synthetic Grass Surfacing: Complete surfacing system, consisting of synthetic yarns bound to water-permeable backing.

B. Courtyard Surfacing:

1. Turf Fabric: Landscape Pro Plus or approved equal, color polypropylene Field/ Olive; Field..

2.2 SUBGRADE MATERIALS

A. Granular Fill Materials: As specified in Section 200 of Green Book/ White book and as recommended by synthetic grass system manufacturer for proper drainage performance.

1. Granular Fill: 2" depth stabilized decomposed granite consisting of clean, well-graded, natural gravel or crushed stone, free of shale, clay, organic materials, and debris. Comply with requirements of synthetic grass manufacturer for particle size gradation.

B. Geotextile Fabrics:

1. Geotextile Permeable Membrane: Woven polypropylene fabric with drainage performance of 130 gallons per minute per square-foot minimum; Mirafi 160N, or equal.

2.3 MATERIALS

A. Adhesives: Adhesive material to adhere the synthetic turf shall be a polyurethane 34G or 34 S-3 adhesive as manufactured by Synthetic Surfaces, Inc. of Scotch Plains, NJ. The adhesive shall be applied at the rate not to exceed 75 square feet per gallon. All adhesives used in bonding the system together shall be resistant to moisture, bacterial and fungus attacks, and resistant to ultraviolet rays at any location upon installation. The adhesive shall be made specifically for the adhesion of synthetic turf seams. All glued seams shall have a 12" wide seaming tape of nylon or Mylar, fully coated with adhesive. All seams shall not have any adhesive applied to any exposed fibers.

B. Perimeter Nailer: For installation on concrete perimeter curb, 2-inch by 4-inch polymer composite lumber molding suitable for direct attachment of synthetic grass fabric.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine base and other conditions, with Installer present, for compliance with requirements for installation tolerances, permeability, and other conditions affecting performance of the Work.

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

3.2 INSTALLATION

- A. Substrate Preparation: Prepare substrate for synthetic grass system as follows:
1. Excavate areas to receive synthetic grass system to depth indicated on the Drawings.
 2. Scarify, moisture condition and compact subgrade. Subgrade shall be graded to tolerance of 1-inch in 10-feet, sloped 0.5 percent minimum or as indicated on civil grading plans and compacted to 95 percent relative density when tested according to ASTM D 1557.
 3. Roll select-fill material in first layer until course has been uniformly compacted to minimum 95 percent of maximum density.
 4. Place, mix and compact second and succeeding courses as specified for first course.
 5. Proof roll and mark "soft spots" for additional compaction and other corrections as necessary, using suitable equipment. Perform proof rolling operations in the presence of City Inspector.
- B. Aggregate Base Placement:
1. Place, moisture condition as necessary and compact aggregate base to 95 percent relative compaction.
 2. Allow City Inspector to field test compacted aggregate base before proceeding with finish grading.
- C. Finish Grading of Aggregate Base:
1. Finished surface of substrate shall have grades as indicated on the Drawings, to within tolerance of +0 to -1/2-inch.
 2. Compacted and graded final surface shall meet installed nailer top surface height within a 1/8-inch tolerance with no contour deviations allowed.
 3. Finished grade of aggregate base after final grading and compaction shall vary no more than 1/4-inch in 10 feet.
- D. Installation of Synthetic Grass System: Installation shall be done only by trained and experienced employees of TotTurf or approved equal, in accordance with TotTurf written installation instructions or approved equal and the following:
1. Avoid disturbance of base during installation of turf fabric.
 2. Loose lay synthetic turf to area, stretch and attach to perimeter edge nailer. Synthetic grass shall be of sufficient length to permit full cross-area installation.
 3. All panel seams shall be securely glued to a backing material of nylon or Mylar.

3.3 QUALITY CONTROL

- A. Resident Engineer to engage City lab to perform the following tests and inspections.
1. Compaction: Of in-place soils according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable.

3.4 CLEANING AND PROTECTION

- A. Cleaning: Remove excess materials and clean synthetic turf of soiling and debris.
- B. Adjustments: Remove and replace damaged components and components that cannot be acceptably cleaned.
- C. Protection: Prohibit construction traffic and storage of materials on completed synthetic grass.

3.5 DEMONSTRATION

- A. Train City's maintenance personnel in proper maintenance procedures for synthetic grass surfacing.

END OF SECTION 32 18 14

SECTION 32 18 16

PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:

1. Poured-in-Place Playground Surfacing System consisting of a polyurethane binder mixed with shredded tire buffings (SBR) to make up the Cushion Layer and EPDM granules mixed with an Aliphatic binder to make up the Wear Layer. Safety Surfacing to have a 10-year warranty.
2. Excavation and subdrainage for safety surfacing

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM):

1. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
2. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
3. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tiles and other like Surfaces by the Horizontal Dynamometer Pull Meter Method
4. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
5. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
6. ASTM F1292-09 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
7. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

1.3 SYSTEM DESCRIPTION

A. Performance Requirements: Provide a 2 layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:

1. Shock Attenuation (ASTM F1292-09):
 - a. Gmax: Less than 200.
 - b. Head Injury Criteria: Less than 1000.
 - c. Flammability (ASTM D2859): Pass.
 - d. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 - e. Tear Resistance (ASTM D624): 140%.
 - f. Water Permeability: 0.4 gal/yd²/second.
 - g. Accessibility: Comply with requirements of ASTM F1951.

1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions.
- B. Verification Samples: Submit manufacturer's standard verification samples of 6" x 6" minimum.
- C. Quality Assurance/Control Submittals: Submit the following:
 - 1. Certificate of qualifications of the playground surfacing installer.
 - 2. Closeout Submittals: Warranty documents.

1.5 QUALITY ASSURANCE

- A. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system.
- B. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- C. International Play Equipment Manufacturers Association (IPEMA) certified.

1.6 DELIVERY, STORAGE & HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 40 degrees F (4 degrees C) and a maximum temperature of 90 degrees F (32 degrees C).

1.7 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Install surfacing system when minimum ambient temperature is 40 degrees F (1 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in steady or heavy rain.

1.8 WARRANTY

- A. Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under contract documents.
- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.
 - 1. Warranty Period: Ten (10) years from date entire project is accepted by the City of San Diego, as determined by the Resident Engineer.

PART 2 - PRODUCTS

2.1 POURED-IN-PLACE PLAYGROUND SURFACING SYSTEM

- A. Manufacturer: Surface America, or approved equal.
 - 1. Contact: Coast Recreation 3151 Airway Ave, Suite A3 Costa Mesa, CA 92626; Telephone: (714) 619-0100; Fax: (714) 6190106; Manufacturers Website: <http://www.surfaceamerica.com/index.php>

Representatives Website: <http://www.coastrecreation.com/index.html>.

2. Poured-in-place playground surfacing system, including the following:
 - a. Playbound Extreme-10
 - 1) Material: Urethane.
 - b. PlayBound Poured-In-Place Supreme Basemat
 - 1) Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
 - 2) Thickness: 3" or per playground equipment manufacturer, whichever is greater.
3. PlayBound Poured-In-Place Top Surface:
 - a. Material: Blend of EPDM granules and aliphatic urethane binder
 - b. Thickness: Nominal 1/2", minimum 3/8", maximum 5/8".
 - c. Color: Per Plan
 - d. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
 - e. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
 - f. Dry Skid Resistance (ASTM E303): 89.
 - g. Wet Skid Resistance (ASTM E303): 57.

2.2 PRODUCT SUBSTITUTIONS

- A. Other products may be considered equal if all of the parameters, specifications, warranty and design intent of the drawings are met.
- B. Any substitutions submitted for consideration shall be equivalent in design, layout, ADA accessibility, appearance, color and construction detail of the playground surfacing specified in the drawings. Reasonable variations in size/height (no more than +/- 5%) and manufacturer's standard colors may be allowed at the owner's discretion. Color schemes are to match as closely as possible to the original specified colors. Play value and safety features of product must be equal or superior to specified design as judged by the owner or owner's representative.
- C. Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.
- D. Designs and specifications are based upon products from Surface America. Equals will be considered against this standard of quality and design and will be determined at the owner's discretion.
- E. State specific contractor's license under manufacturers name doing business in the State of California. (Licenses under other contractors name or from other states are NOT acceptable.)

2.3 MIXES

- A. Required mix proportions by weight:
 1. Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).

2. Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

PART 3 - EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Comply with the instructions and recommendations of the playground surfacing manufacturer.

3.2 EXAMINATION

- A. Substrate preparation must be in accordance with surfacing manufacturer's specification. New asphalt must be fully cured – up to 30 days. New concrete must be fully cured – up to 7 days.
- B. Proper drainage is critical to the longevity of the Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

3.3 PREPARATION

- A. Surface Preparation: Using a brush or short nap roller, apply primer to the substrate perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal.

3.4 INSTALLATION

- A. Do not proceed with playground surfacing installation until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed. B. Basemat Installation:
 1. Using screeds and hand trowels, install the basemat at a consistent density of 29 pounds, 1 ounce per cubic foot (466 kg/m³) to the specified thickness.
 2. Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.
 3. Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- C. Primer Application: Using a brush or short nap roller, apply primer to the basemat perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or slabs that will contact the surfacing system at the rate of 300 ft²/gal (7.5 m²/L).
- D. Top Surface Installation:
 1. Using a hand trowel, install top surface at a consistent density of 58 pounds, 9 ounces per cubic foot (938 kg/m³) to a nominal thickness of 1/2" (12.7 mm).
 2. Allow top surface to cure for a minimum of 48 hours.
 3. At the end of the minimum curing period, verify that the top surface is sufficiently dry and firm to allow foot traffic and use without damage to the surface.
 4. Do not allow foot traffic or use of the surface until it is sufficiently cured.

3.5 PROTECTION

- A. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

END OF SECTION 32 18 16

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Clay Avenue Mini-Park American Disabilities Act (ADA) Improvements

WBS No.: L-16000.5

Project Location-Specific: 3156 Clay Avenue

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

Description of nature and purpose of the Project: This project proposes to design and construct American Disabilities Act (ADA) improvements at the existing Clay Avenue Mini-Park, including replacement of play equipment and sand in the children's play area to a rubberized surface, improving the accessible path of travel to the play area, and correcting the slope of the sidewalk for compliance with ADA requirements. An ADA accessible bench may also be installed. Excavation for the proposed project will not exceed eighteen inches.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Juan Baligad, Senior Planner
City of San Diego Public Works
Phone: 691-533-5473
525 B St, 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: 15301 [Existing Facilities], 15302 [Replacement or Reconstruction]
- Statutory Exemption

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Sections 15301, Existing Facilities, which allows for repair, maintenance, and minor alteration of existing public facilities; in addition to Section 15302, Replacement or Reconstruction, which allows for replacement or reconstruction of existing facilities where the new structure will be located on the same site and have substantially the same purpose and capacity; and where the exceptions listed in Section 15300.2 would not apply. Ground disturbance is minimal; thus, no sensitive archaeological or paleontological resources would be impacted.

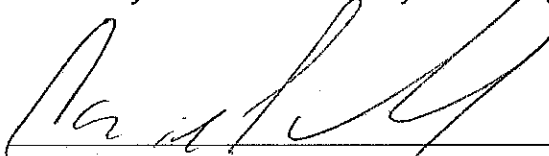
Lead Agency Contact Person: Juan Baligad

Telephone: (619) 533-5473

If filed by applicant:

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

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



Carrie Purcell, Assistant Deputy Director

12/18/17

Date

Check One:

- (X) Signed By Lead Agency
() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).
 - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
 - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
 - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
 - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
 - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
 - g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as “Hotline”), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter’s relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a “Notice of Discontinuation of Service” (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

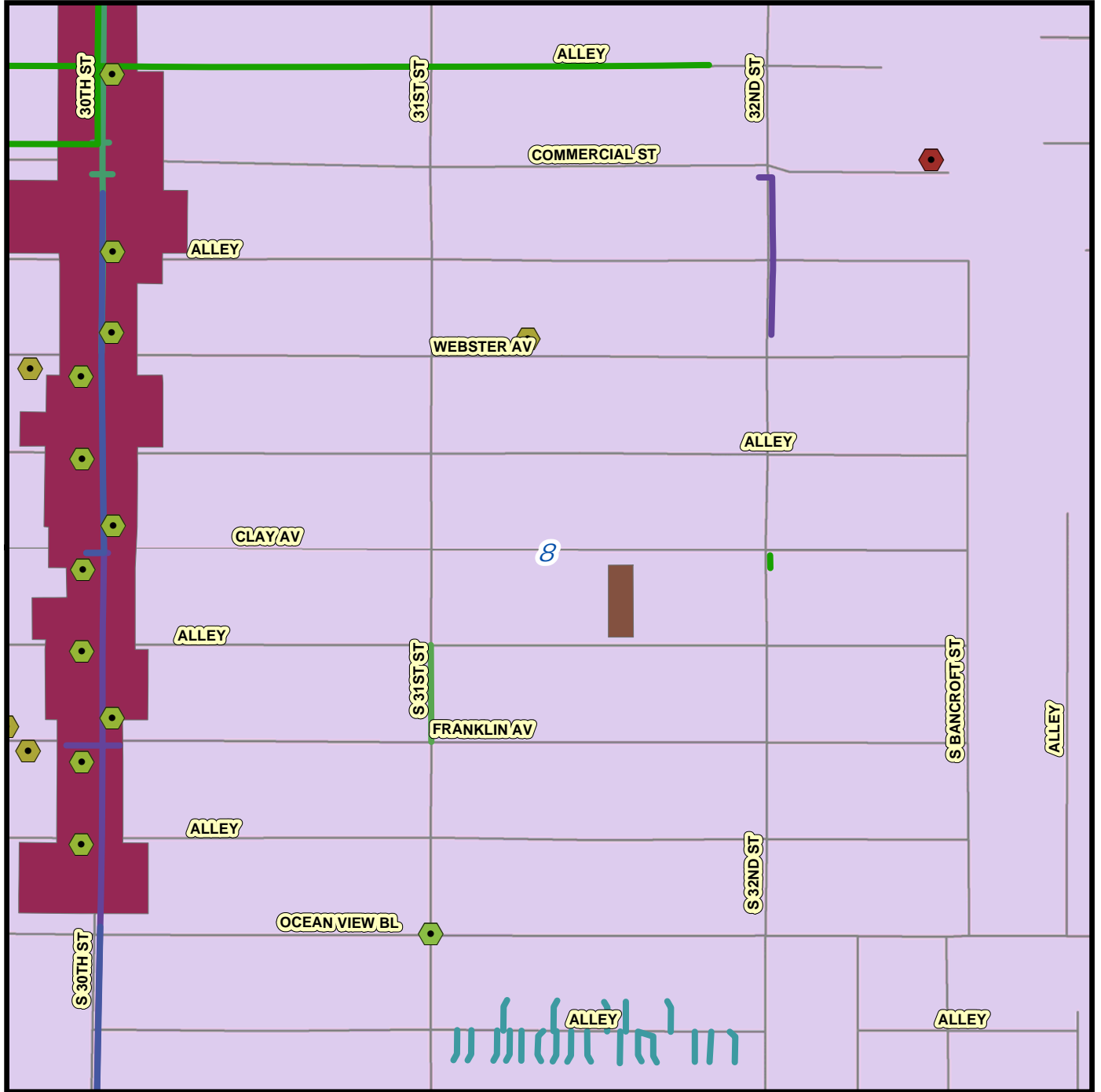
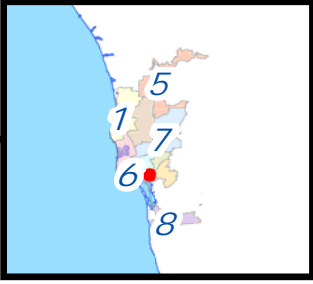
APPENDIX E
LOCATION MAP

CLAY AVENUE MINI PARK IMPROVEMENTS

SENIOR ENGINEER
JENNIFER SCOTT
619-533-5414

PROJECT MANAGER
LYDIA MARSHALL
619-533-4154

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



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APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

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• 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 402-2, "Protection", of the 2021 Whitebook.**

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

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

- A. Endpoints, see Photo 1:

Photo 1

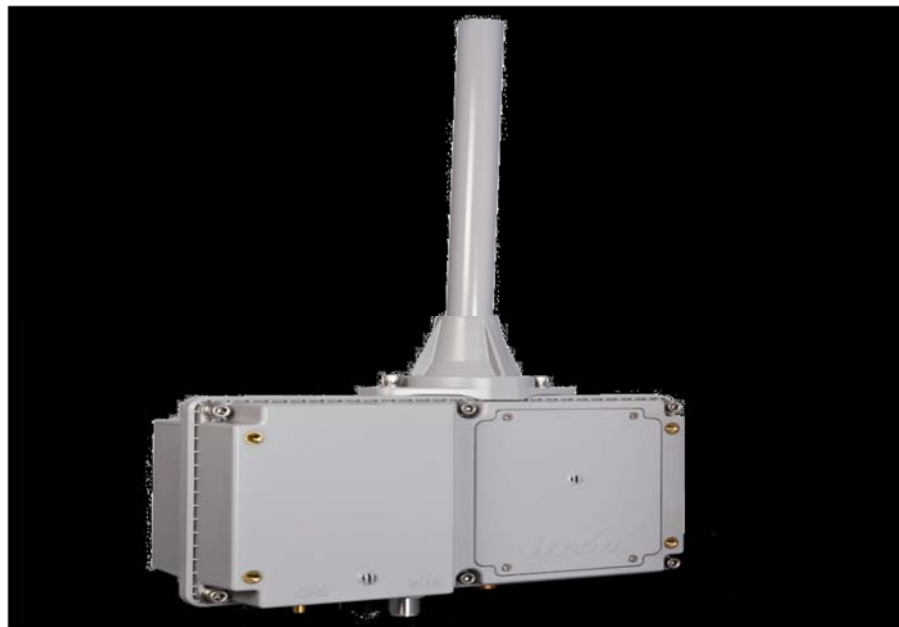


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

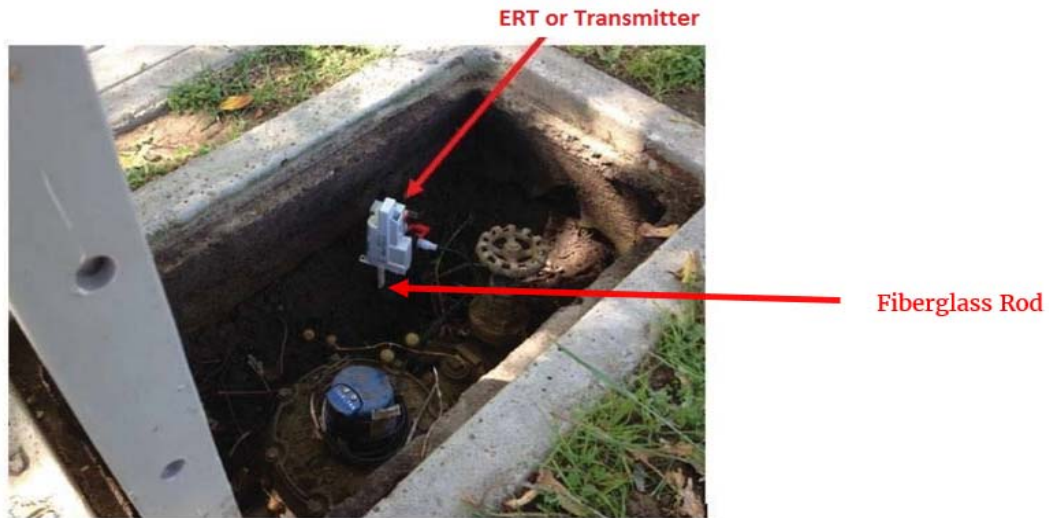


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9

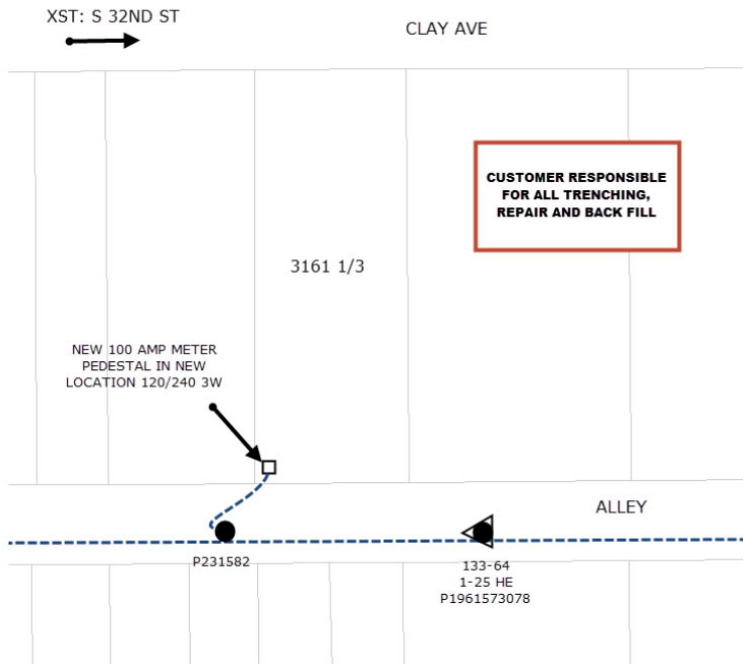


If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX H

SERVICE ATTACHMENT POINT AND METER PANEL LOCATION

Service Attachment Point and Meter Panel location:



Job Notification # 300000185077	Date: 6/3/2019
Planner Name: Brandon Kinsella	Planner Phone: 619-699-1045
Service Coordinator: Amy Bayona	Service Coordinator Phone: 619-230-7829
Customer Name: Lydia Marshall	Customer Phone: 619-533-4154



Call 811: Two Working Days Before You Dig!



ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Fordyce Construction, Inc.**, herein called "Contractor" for construction of **Clay Avenue Mini Park**; Bid No. **K-20-1854-DBB-3-A**; in the amount of **One Million One Hundred Fifty Nine Thousand One Hundred Dollars and Zero Cents (\$1,159,100.00)**, which is comprised of the Base Bid plus Additive Alternate A.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **Clay Avenue Mini Park**, on file in the office of the Public Works Department as Document No. **L-16000.5**, 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 **Clay Avenue Mini Park**, Bid Number **K-20-1854-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract; and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

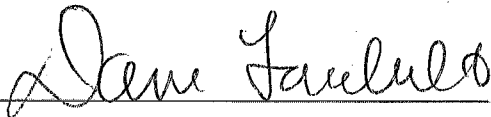
CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 522.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

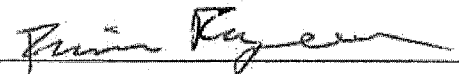
Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: Dana Faurchik
Deputy City Attorney

Date: 11/7/2022

Date: 11/15/2022

CONTRACTOR

By 

Print Name: Brian Fordyce

Title: President

Date: 10/12/2022

City of San Diego License No.: B1995003597

State Contractor's License No.: 608529

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003113

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

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

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

Clay Avenue Mini Park

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-1854-DBB-3-C**; SAP No. (WBS) **L-16000.5**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

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. SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. DISCLOSURE OF LOBBYING ACTIVITIES**

Bids will not be accepted until ALL the above-named 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 Fordyce Construction, Inc. as Principal,
and Ohio Casualty Insurance Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under
the bidding schedule(s) of the OWNER's Contract Documents entitled

Clay Avenue Mini Park; K-22-1854-DBB-3-C

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 8th day of September, 2022

Fordyce Construction, Inc. (SEAL)
(Principal)

Ohio Casualty Insurance Company (SEAL)
(Surety)

By: 
(Signature)
Brian Fordyce, President

By: 
(Signature)
Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



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

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

Certificate No: 8206236 - 969556

POWER OF ATTORNEY

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

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

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



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of September, 2022.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA 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 SEP 8 2022

before me,

Genevieve Sistar

Date

Here Insert Name and Title of the Officer

personally appeared

Bart Stewart

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Genevieve Sistar

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACT OR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED②	CHECK IF JOINT VENTURE PARTNERSHIP
Alternate #14 & #16	Name: Makelele Systems Landscape & Maintenance Inc Address: PO BOX 2044 City: San Marcos State: CA Zip: 92079 Phone: (760) 208-8749 Email: makelele@makelelesystems.com	Constructor	987557	Landscaping	\$84,821 Included in above price: #14 - \$4,500 #16 - \$3,900	SLBE	- DGS - City of San Diego	n/a
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| City of Los Angeles | LA | State of California | CA |
| U.S. Small Business Administration | SBA | | |

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Fordyce Construction, Inc.			
Street Address	City	State	Zip
9932 Prospect Avenue, Suite 138	Santee	CA	92071
Contact Person, Title		Phone	Fax
Brian Fordyce, President		(619) 449-4272	(619) 449-1930

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction, the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and any
- philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
- or directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Brian Fordyce	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Santee, CA	
Interest in the transaction	
President, 50% Ownership	

Name	Title/Position
Krista Fordyce	Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Santee, CA	
Interest in the transaction	
Secretary, 50% Ownership	

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Brian Fordyce, President		09/20/2022
Print Name, Title	Signature	Date

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

EFFECT OF DEBARMENT OR SUSPENSION

To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): *Bidders and contractors* who have been *debarred or suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract awards*, executing *contracts*, participating as a *subcontractor*, *employee, agent or representative of another person contracting with the City.*

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows:

NAME	TITLE
Brian Fordyce	President
Krista Fordyce	Secretary

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President
Name

Signature Date 09/20/2022

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
 TO BE COMPLETED BY BIDDER
 FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Greenfield Fence, Inc. - Michael McLaughlin	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Surface America, Inc. - James Dobmeier	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Makelele Systems Landscape & Maintenance, Inc. - Jose Cardenas	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
P. Teixeira Construction, Inc. - Philip Teixeira	President

Contractor Name: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name


Signature

Date 09/20/2022

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Pacific Tide Construction - Wyatt Underwood	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
RAP Engineering, Inc. - Robert Perez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name



Signature

Date 09/20/2022

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
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SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: **Fordyce Construction, Inc.**

Certified By **Brian Fordyce** Title **President**

Name



Signature

Date **09/20/2022**

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
 TO BE COMPLETED BY BIDDER
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NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Fordyce Construction, Inc.

Certified By Brian Fordyce Title President

Name

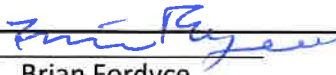

Signature

Date 09/20/2022

USE ADDITIONAL FORMS AS NECESSARY*

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Fordyce Construction, Inc. 9932 Prospect Avenue, Suite 138 Santee, CA 92071 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: City of San Diego			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ TBD - Bid		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) N/A (attach Continuation Sheet(s) SF-LLL4, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. Amount of Payment (check all that apply) \$ <u>N/A</u> <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission N/A <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash N/A <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: N/A (attach Continuation Sheet(s) SF-LLL4, if necessary)					
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: <u>Brian Fordyce</u> Title: <u>President</u> Telephone No.: <u>(619) 449-4272</u> Date: <u>09/20/22</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET OMB0348-0046

Reporting Entity: Fordyce Construction, Inc. Page 2 of 2

Authorized for Local Reproduction
Standard Form - LLL-A

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.

Bid Results

Bidder Details

Vendor Name Fordyce Construction, Inc.
Address 9932 Prospect Ave #138
Santee, California 92071
United States
Respondee Brian Fordyce
Respondee Title President
Phone 619-449-4272
Email admin@fordyceconstruction.com
Vendor Type CADIR, PQUAL, SDB, SLBE
License # 608529
CADIR 1000003113

Bid Detail

Bid Format Electronic
Submitted 09/20/2022 1:58 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 305080

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractor's Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions.pdf	Contractor's Certification of Pending Actions
Subcontractor Additive-Deductive Alternate Form.pdf	Subcontractor Additive-Deductive Alternate Form.pdf	Subcontractor Additive/Deductive Alternate Form
Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests Form
Prime Contractor -Debarment and Suspension Certification.pdf	Prime Contractor -Debarment and Suspension Certification.pdf	Prime - Debarment and Suspension
Subcontractor - Debarment and Suspension.pdf	Subcontractor - Debarment and Suspension.pdf	Subcontractor - Debarment and Suspension
Disclosure of Lobbying Activities.pdf	Disclosure of Lobbying Activities.pdf	Disclosure of Lobbying Activities
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Greenfield Fence, Inc. 4051 Oceanside Blvd Oceanside, California 92056	Fencing. Constructor.	568973	1000002047	\$31,750.00	CADIR, Local
Makelele Systems Landscape & Mai PO BOX 2044 Makelele Systems San Marcos, California 92079	Landscaping & Synthetic Turf. Constructor.	987557	1000028415	\$84,821.00	MBE, CADIR, MALE, LAT, Local
P. Teixeira Construction, Inc. 13675 Highway 8 Business El Cajon, California 92021	Demo and Grading. Constructor. SLBE.	484396	1000005524	\$58,200.00	ELBE, Local
Pacific Tide 19360 Rinaldi Street Los Angeles, California 91326	Playground Installation. Constructor.	1051641	1000396551	\$21,580.00	
RAP Engineering, Inc. 503 E. Mission Road San Marcos, California 92069	AC Paving. Constructor. DBE.	880956	1000002968	\$12,858.34	LAT, MALE, DBE, MBE, CADIR, Local
Surface America, Inc. PO Box 157 Williamsville, New York 14231	Poured in Place Surfacing. Constructor.	858674	1000034512	\$50,752.50	CADIR

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$1,053,600.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$17,400.00	\$17,400.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$5,000.00	\$5,000.00	Yes	
3	237990		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
4	237990		Construction of Park Improvements	LS	1	\$808,100.00	\$808,100.00	Yes	
5	237990		Mobilization	LS	1	\$32,400.00	\$32,400.00	Yes	
6			Field Orders (EOC Type II)	AL	1	\$50,500.00	\$50,500.00	Yes	
7	238910		Clearing and Grubbing	LS	1	\$72,800.00	\$72,800.00	Yes	
8	541330		Traffic Control and Working Drawings	LS	1	\$4,000.00	\$4,000.00	Yes	
9	238210		SDG&E Service Orders	LS	1	\$14,800.00	\$14,800.00	Yes	
10	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$34,900.00	\$34,900.00	Yes	
11	541330		WPCP Development	LS	1	\$900.00	\$900.00	Yes	
12	237310		WPCP Implementation	LS	1	\$2,800.00	\$2,800.00	Yes	
Additive Alternate A							\$105,500.00		
13	237990		Garden Accent Wall	LS	1	\$31,800.00	\$31,800.00	Yes	
14	237990		Boulders	LS	1	\$4,500.00	\$4,500.00	Yes	
15	237990		Etched Concrete Text	LS	1	\$6,000.00	\$6,000.00	Yes	
16	237990		15 Gallon Podocarpus Macrophyllus	LS	1	\$3,900.00	\$3,900.00	Yes	
17	237990		Arbor Shade Structure	LS	1	\$59,300.00	\$59,300.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,053,600.00
Additive Alternate A	\$105,500.00
Grand Total	\$1,159,100.00

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: Fordyce Construction, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ N/A Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ N/A Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ N/A Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ N/A Zip: _____ Phone: _____ Email: _____				

**** USE ADDITIONAL FORMS AS NECESSARY ****