# City of San Diego

CONTRACTOR'S NAME:	De La Fuente Construction, Inc.
ADDRESS: 3025 Beyer Blvd, Sui	e E-101
<b>TELEPHONE NO.:</b> (619) 512-550	FAX NO.:
CITY CONTACT: Juan E. Espindo	a, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619	

L. Chan / A. Jaro / Y. Kawai

# **BIDDING DOCUMENTS**







**FOR** 

# CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT

BID NO.:	K-24-2269-DBB-3	
SAP NO. (WBS/IO/CC):	B-20057	
CLIENT DEPARTMENT:	1714	
COUNCIL DISTRICT:	8	
PROJECT TYPE:	GB	
CDRG #·	1000003-2024	

#### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > FEDERAL EOUAL 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 MARCH 20, 2024

# CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

#### **ENGINEER OF WORK**

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

	ligh	hyle
1)	Licensed Lar	ndscape Architect

Seal:





### **TABLE OF CONTENTS**

SEC	CTIC	N		PAGE
1.	RE	QUIRE	ED DOCUMENTS SCHEDULE	5
2.	NC	TICE	INVITING BIDS	7
3.	INS	STRUC	TIONS TO BIDDERS	10
4.	PEI	RFOR	MANCE AND PAYMENT BONDS	20
5.	AT	TACH	MENTS:	
	A.	SCO	PE OF WORK	23
	В.	RESE	RVED	25
	C.	EQU	AL OPPORTUNITY CONTRACTING PROGRAM	26
	D.		MMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING AGENCY PROVISIONS	
		1.	Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246).	38
		2.	Equal Opportunity Clauses	38
		3.	Standard Federal Equal Employment Specifications	39
		4.	Violation or Breach of Requirements	45
		5.	Monthly Employment Utilization Reports	45
		6.	Records of Payments to DBEs	45
		7.	Federal Wage Requirements for Federally Funded Projects	45
		8.	Prevailing Wage Rates	46
		9.	Wage Rates	50
		10.	Section 3 of the Housing and Urban Development Act of 1968	79
		11.	Federal Labor Standards Provisions	80
		12.	Agency Specific Provisions	87
		13.	DBE Potential Resources Centers	88
		14.	Good Faith Effort Documentation Submittals	90
		15.	Forms	90
			Form AA61 List of Work Made Available	93
			Form AA62 Summary of Bids Received	94
			Form AA63 DBE Good Faith Effort List of Subcontractors Solicited	95
			Form AA64 MBE/WBE Information	96
			Form AA65 Section 3 Outreach Methods	98
			Form AA66 MBE/WBE Information No Change Certification	100
			Form AA67 Section 3 Worker Certification	101
		Form AA68 Section 3 Project Closeout Report	102	

#### **TABLE OF CONTENTS**

SEC	CTIC	DN	PAG
	E.	SUPPLEMENTARY SPECIAL PROVISIONS	. 104
		1. Appendix A - Notice of Determination and Mitigated Negative Declaration	. 171
		2. Appendix B - Fire Hydrant Meter Program	. 174
		3. Appendix C - Materials Typically Accepted by Certificate of Compliance	. 188
		4. Appendix D - Sample City Invoice with Cash Flow Forecast	. 190
		5. Appendix E - Location Map	. 193
		6. Appendix F - Sample of Public Notice	. 195
		7. Appendix G - Advanced Metering Infrastructure (AMI) Device Protection	. 197
	F.	IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)	
		COMPLIANCE (CARB)	. 204
	G.	CONTRACT AGREEMENT	. 208
6	CFI	RTIFICATIONS AND FORMS	211

# REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

## FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification – Prime Contractor	At Time of Bid	ALL BIDDERS
5.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5 PM, 1 working day After Bid Opening	ALL BIDDERS
7.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
8.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
9.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
10.	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
11.	If the Contractor is a Joint Venture:  • Joint Venture Agreement  • Joint Venture License	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
12.	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
13.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
14.	Form AA64 MBE/WBE Information and Form AA65 Section 3 Outreach Methods	Shall be submitted upon award	AWARDED BIDDER
15.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER

#### NOTICE INVITING BIDS

- 1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Coral Gate Neighborhood Park Playground Improvement.** 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: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$3,140,000.
- 4. BID DUE DATE AND TIME ARE: MARCH 20, 2024 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.** 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. VOLUNTARY ONLINE PRE-BID MEETING:

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

The Pre-Bid Meeting will be held on Tuesday, February 20, 2024 at 10:00 AM (PST) at:

# Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 224 049 159 543

Passcode: XmGaGJ

Download Teams | Join on the web

Or call in (audio only)

+1 945-468-5511,,807445637# United States, Dallas

Phone Conference ID: 807 445 637#

Find a local number | Reset PIN Learn More | Meeting options

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

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

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.

#### 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.
- **9.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

#### 10. SUBMISSION OF QUESTIONS:

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

#### JEEspindola@sandiego.gov

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

#### **INSTRUCTIONS TO BIDDERS**

#### 1. PREQUALIFICATION OF CONTRACTORS:

- **1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- **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/pregualification
- **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 <u>PlanetBids.™</u>

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

- **2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.
  - 2.7.1. Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- **2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

#### 3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
- 4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

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

#### 5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer
- **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") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and- standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07

NOTE:

\*Available online under Engineering Documents and References at:

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

\*Electronic updates to the Standard Drawings may also be found in the link above

- 9. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 10. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

#### 12. SUBCONTRACTOR INFORMATION:

12.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the NAME and ADDRESS of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a CONSTRUCTOR, CONSULTANT or SUPPLIER. The Bidder shall state the DIR REGISTRATION NUMBER for all subcontractors and shall further state within the description, the PORTION of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed

shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, "Self-Performance", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

- **12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME**, **LOCATION (CITY)**, **DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided "Subcontractors For Alternates" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

#### 14. AWARD:

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

- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. 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 ACCCEPTED: 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 subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

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

- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- **19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5 PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to: Purchasing & Contracting Department, Public Works Division 1200 3rd Ave., Suite 200, MS 56P San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

#### 20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

#### 21. BID RESULTS:

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

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

#### 22. THE CONTRACT:

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

, a corporation, as principal, and
Markel 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
Three Million One Hundred Seventy Five Thousand Five Hundred Twenty Eight Dollars and Zero Cents
(\$3,175,528.00) for the faithful performance of the annexed contract, and in the sum of Three Million
One Hundred Seventy Five Thousand Five Hundred Twenty Eight Dollars and Zero Cents
(\$3,175,528.00) for the benefit of laborers and materialmen designated below.

#### **Conditions:**

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By: Stephen Tamana_	Mara W. Elliott, City Attorney  By: Your Foundable
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Department	Print Name: Dana Farchila Deputy City Attorney
Date: 6/3/2024	Date: 6 [10   2024
CONTRACTOR De La Fuen e Construction, Inc.	SURETY Markel Insurance Company
Ву:	By: Attorney-In-Fact
Print Name:	Print Name:Alexander Karaniwan
Date: 04 - 25 - 2024	Date:04/19/2024
	110 W A St, Ste 725, San Diego, CA 92101
	Local Address of Surety
	619-297-3160
	Local Phone Number of Surety
	\$29,261.00
	Premium
	4469760
ž.	Bond Number

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Ray Bodenstadt, Travis Jon Pearson, Kyle King, Hannah McGarvey, Alexander Karaniwan

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Thirty Million and 00/100 Dollars (\$30,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January , 2023 .

SureTec Insurance Company

Michael C. Keimig, President

State of Texas

County of Harris:

SEAL SEAL

Lindey Jennings, Vice President

On this 27th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Julie E. McClary, Notary Public
Ny commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 19th day of

.

Markel Insurance Company

dule les lisurante Company

M. Brent Beaty, Assistant Secretary

1 / . . .

Andrew Marquis, Assistant Serretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510476
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

# 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	1
County of San Diego	<b>}</b>
OnAPR 1 9 2024 before me,	Grant Jacka , Notary Public, Insert Name of Notary exactly as it appears on the official seal
personally appeared	
GRANT JACKA COMM. #2365723 NOTARY PICTURE SAN DIEGO COUNTY Commission Expires JULY 15, 2025	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 Above	Signature Signature of Notary Public
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.	
Description of Attached Document	
Title or Type of Document:	
	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: Individual Corporate Officer — Title(s): Partner	☐ Individual ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General PRINT ☐ Attorney in Fact ☐ RIGHT THUMBPRINT ☐ Trustee ☐ OF SIGNER

## **ATTACHMENTS**

#### **ATTACHMENT A**

## **SCOPE OF WORK**

#### SCOPE OF WORK

- 1. SCOPE OF WORK: Construction of Coral Gate Neighborhood Park Playground Improvement project shall include, but not limited to, upgraded play equipment and surfacing, planting along south and west edge of park, replace & repair damaged or non accessible paving at entry plaza, sidewalk, curb ramp, park walkways and several picnic areas, relocate, replace or add site furnishings, installation of accessible parking stall, accessible directional signage along accessible route, new light poles, conduit and replacement of security light fixtures, and other park amenities as shown on Plans and Specifications.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids and Plans numbered **0100207-1-D** through **0100207-33-D**, inclusive.
- **2. LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E - Location Map** 

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

## **ATTACHMENT B**

#### **RESERVED**

#### **ATTACHMENT C**

# **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: <a href="http://www.sandiego.gov/eoc/forms/index.shtml">http://www.sandiego.gov/eoc/forms/index.shtml</a>

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

#### F. SUBCONTRACTING.

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

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

#### G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

#### H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

#### I. PROMPT PAYMENT.

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

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

# J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

## K. CERTIFICATION.

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

# L. CONTRACT RECORDS AND REPORTS.

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

- name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
- 2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
- 3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> 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**

## **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:

Minority Participation: 16.9%
 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.
- 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.
- 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 at <a href="Equal Opportunity Contracting">Equal Opportunity Contracting</a> <a href="City of San Diego Official Website">City of San Diego Official Website</a> (or See Attachment C, Equal Opportunity Contracting Program) 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 <a href="http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm">http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</a>. 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 sections1810 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(a)).
  - **8.12.2. Certified Payroll Records**. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
  - **8.12.3. List of all Subcontractors**. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11 above. (Labor code section 1773.3).

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

"General Decision Number: CA20240001 01/12/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:	Executive Order 14026   generally applies to the contract.   The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:	

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 <a href="http://www.dol.gov/whd/govcontracts">http://www.dol.gov/whd/govcontracts</a>.

 $\begin{array}{ccc} \text{Modification Number} & \text{Publication Date} \\ & 0 & 01/05/2024 \\ & 1 & 01/12/2024 \end{array}$ 

# ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain	.\$ 49.58	25.27
walls)	.\$ 36.97	20.36
ASBE0005-004 07/04/2022		
	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)	.\$ 23.52	13.37
* BOIL0092-003 01/01/2024		
	Rates	Fringes
BOILERMAKER	.\$ 51.98	42.11
BRCA0004-008 11/01/2022		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER	.\$ 44.65	19.00
BRCA0018-004 06/01/2022		
	Rates	Fringes
MARBLE FINISHERTILE FINISHERTILE LAYER	.\$ 32.44	14.13 12.54 18.33
BRCA0018-010 09/01/2022		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER		14.13 14.66

CARP0213-003 07/01/2021		
I	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\$		8.62
CARP0619-002 07/01/2021		
I	Rates	Fringes
Drywall (2) All other work Drywall Installer/Lather\$ Drywall Stocker/Scrapper\$		16.28 8.62
CARP0619-003 07/01/2021		
, I	Rates	Fringes
CARPENTER  (1) Bridge\$  (2) Commercial Building\$  (3) Heavy & Highway\$  (4) Residential Carpenter\$  (5) Residential  Insulation Installer\$  PILEDRIVERMAN\$	46.30 51.40 38.47 24.16	16.28 16.28 16.28 16.28 15.76 16.28
CARP0619-004 07/01/2021		
	Rates	Fringes
Diver (1) Wet\$ (2) Standby\$ (3) Tender\$ (4) Assistant Tender\$	444.24 436.24	16.28 16.28 16.28 16.28
Amounts in ""Rates' column are per	day	
CARP0721-001 07/01/2021		
I	Rates	Fringes
Modular Furniture Installer\$	21.85	7.15

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CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT	\$ 51.90	16.48

ELEC0569-001 06/05/2023

	Rates	Fringes
Electricians (Tunnel Work)  Cable Splicer\$  Electrician\$		17.84 17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer\$ Electrician\$		17.64 17.62

<sup>\*</sup> ELEC0569-004 08/28/2023

Rates Fringes

ELECTRICIAN (Sound & Communications Sound

Technician).....\$ 40.78 15.00

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

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<sup>\*</sup> ELEC0569-005 08/28/2023

	Rates	Fringes
Sound & Communications		
Sound Technician	\$ 40.78	15.00
SCOPE OF WORK Assembly, ins	stallation, oper	ration, service and
maintenance of components of	or systems as us	sed in closed circuit
television, amplified maste	er television di	istribution, CATV on
private property, intercomm	nunication, burg	glar alarm, fire
alarm, life support and all	security alarm	ns, private and
public telephone and relate	ed telephone int	terconnect, public

address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out  $% \left( 1\right) =\left( 1\right) +\left( 1\right) +\left($ 

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## ELEC0569-006 06/06/2022

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

I	Rates	Fringes
Traffic signal, street light and underground work		
2	20 67	0 11
Utility Technician #1\$		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.

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ELEC0569-008 06/05/2023

	Rates	
ELECTRICIAN (Residential, 1-3		
Stories)	\$ 40.50	8.18

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## ELEC1245-001 06/01/2022

	Rates	S	Fringes
LINE	CONSTRUCTION (1) Lineman; Cable splicer\$ 64.4 (2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)\$ 50.0 (3) Groundman\$ 51.8	0 0 2 3	22.58 21.30 20.89 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

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## ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	\$ 63.95	37.335+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.

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# ENGI0012-003 07/01/2022

		Rates	Fringes
OPERATOR: (All Other GROUP	Power Equipment Work)  1. \$2. \$3. \$4. \$5. \$6. \$8. \$9. \$10. \$	51.90 52.68 52.97 54.46 48.96 54.68 54.79 49.29 54.91	30.70 30.70 30.70 30.70 25.25 30.70 25.25 30.70
GROUP GROUP GROUP	11\$ 12\$ 13\$	55.08	25.25 30.70 30.70

		Rates	Fringes
GROUP	14	\$ 55.29 \$ 55.41 \$ 55.58 \$ 55.68 \$ 55.79 \$ 55.91 \$ 56.08 \$ 56.18 \$ 56.29 \$ 56.41	30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70
(Cranes, Pi	lledriving &		
Hoisting)			
GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP GROUP	1	\$ 54.03 \$ 54.32 \$ 54.46 \$ 54.68 \$ 54.79 \$ 54.91 \$ 55.08 \$ 55.25 \$ 56.25 \$ 57.25 \$ 58.25	30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70 30.70
OPERATOR:	Power Equipment		
(Tunnel Word GROUP GROUP GROUP GROUP GROUP GROUP GROUP	1	\$ 54.82 \$ 54.96 \$ 55.18 \$ 55.29 \$ 55.41	30.70 30.70 30.70 30.70 30.70 30.70 30.70

## PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted);

Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete qun 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); Selfpropelled 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 bendng 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 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 Tls, 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 whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

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ENGI0012-004 08/01/2023

I	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman\$	64.10	34.60
(2) Dredge dozer\$	58.13	34.60
(3) Deckmate\$	58.02	34.60
(4) Winch operator (stern		
<pre>winch on dredge)\$ (5) Fireman-Oiler, Deckhand, Bargeman,</pre>	57.47	34.60
Leveehand\$	56.93	34.60
(6) Barge Mate\$	57.54 	34.60

<sup>\*</sup> IRON0229-001 01/01/2024

P	Rates	Fringes
IRONWORKER		
Fence Erector\$	42.53	26.26
Ornamental, Reinforcing		
and Structural\$	47.45	34.90

#### PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2022

I	Rates	Fringes
LABORER (BUILDING and all other Residential		
Construction)		
Group 1\$	37.68	22.44
Group 2\$	38.37	22.44

	Rates	Fringes
Group 3\$ Group 4\$ Group 5\$ LABORER (RESIDENTIAL CONSTRUCTION - See definition below)	39.98	22.44 22.44 22.44
(1) Laborer\$ (2) Cleanup, Landscape,	35.58	20.77
Fencing (Chain Link & Wood).\$	34.29	20.77

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

## LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettlemen, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibratring machines, pavement breakers, air

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

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

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

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LABO0089-002 11/01/2020

LABO0089-004 07/01/2022

			Rates	Fringes
LABORER	(MASON	TENDER)\$	33.00	19.23

HEAVY AND HIGHWAY CONSTRUCTION

	F	Rates	Fringes
Laborers:			
Group	1\$	38.80	22.44
	2\$		22.44
-	3\$		22.44
Group	4\$	40.62	22.44
_	5\$		22.44

## 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.

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LABO0300-005 08/01/2022

		Rates		Fringes
Asbestos	Removal	Laborer\$	39.23	23.28

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.

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LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	\$ 48.50	21.37
GROUP 2	\$ 47.55	21.37
GROUP 3	\$ 44.01	21.37

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

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#### LABO1184-001 07/01/2022

I	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer\$ (2) Vehicle Operator/Hauler.\$		18.25 18.25
(3) Horizontal Directional Drill Operator\$		18.25
(4) Electronic Tracking Locator\$		18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1\$  GROUP 2\$  GROUP 3\$	43.20	21.32 21.32 21.32
GROUP 4\$  LABORERS - STRIPING CLASSIFICATIONS	46.95	21.32

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

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	F	Rates	Fringes
	LABORER\$		23.32 23.32

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.

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#### PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement) (1) Repaint (excludes Soliego County)	\$ 29.59	17.12 18.64

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.

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## PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER  (1) Building & Heavy Construction	\$ 39.54	21.50
apartments, single family homes and multi-duplexes up to and including four stories)	\$ 32.27	14.70
PAIN0036-012 10/01/2023		

	Rates	Fringes
GLAZIER\$	50.40	21.41

PAIN0036-019 06/01/2022		
	Rates	Fringes
OFT FLOOR LAYER	\$ 34.77	17.89
PLAS0200-005 08/03/2022		
	Rates	Fringes
LASTERER	\$ 47.37	19.64
NORTH ISLAND NAVAL AIR STAT BASE, IMPERIAL BEACH NAVAL per hour.	TION, COLORADO NA AIR STATION: \$3	VAL AMPHIBIOUS .00 additional
PLAS0500-001 07/01/2018		
	Rates	Fringes
EMENT MASON/CONCRETE FINISHE GROUP 1	\$ 26.34 \$ 27.99	19.77 19.77 21.12
CEMENT MASONS - work inside following criteria:	de the building l	ine, meeting the
GROUP 1: Residential wood classified as Type III, IV interior tenant improvement project; any wood frame pro	or Type V constr work regardless	uction; the size of the
GROUP 2: Work classified as	s type I and II c	onstruction
GROUP 3: All other work		
PLUM0016-006 09/01/2023		
110110010 000 03,01,2020	Rates	Fringes
LUMBER, PIPEFITTER,		
TEAMFITTER  Camp Pendleton; Vandenber Air Force Base  Work ONLY on new addition and remodeling of commercial buildings, bars, restaurants, and	\$ 61.68	26.51
stores not to exceed 5,0 sq. ft. of floor space Work ONLY on strip malls light commercial, tenant	\$ 53.51	25.28
<pre>improvement and remodel work</pre>		23.86

	Rates	Fringes
floor space and work on strip malls, light commercial, tenant improvement and remodel work	.\$ 55.18	26.26
PLUM0016-011 09/01/2023		
	Rates	Fringes
PLUMBER/PIPEFITTER  Residential	.\$ 45.22	22.43
PLUM0345-001 09/01/2023		
	Rates	Fringes
PLUMBER  Landscape/Irrigation Fitter  Sewer & Storm Drain Work		25.90 23.28
ROOF0045-001 07/01/2023		
	Rates	Fringes
ROOFER	.\$ 41.30	12.04
* SFCA0669-001 01/01/2024		
	Rates	Fringes
SPRINKLER FITTER	.\$ 47.05	26.30
SHEE0206-001 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER  Camp Pendleton  Except Camp Pendleton  Sheet Metal Technician	.\$ 48.20	30.80 30.80 10.24

#### 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

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#### TEAM0166-001 07/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 30.12	25.57
GROUP 2	\$ 40.71	25.57
GROUP 3	\$ 40.91	25.57
GROUP 4	\$ 41.11	25.57
GROUP 5	\$ 41.31	25.57
GROUP 6	\$ 41.80	25.57
GROUP 7	\$ 43.31	25.57

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

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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) (iii)).

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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.

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#### 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\*:

#### A. 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 are included in this Contract pursuant to the provisions applicable to such Federal assistance.

#### (1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work 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 (WH1321)) 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) Additional Classifications.

- (A) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
  - (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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), 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 HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- **(D)** The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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, all or part of the wages required by the contract, HUD 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

## (3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1(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 1(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

#### (ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD 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 HUD 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 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 <a href="https://www.dol.gov/agencies/whd/forms">https://www.dol.gov/agencies/whd/forms</a> 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 HUD 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 HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (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; and
- (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).
- **(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 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, HUD 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, fringe benefits 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 subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee 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 this paragraph.
- (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 U.S. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

#### (10) Certification of Eligibility.

- (i) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (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) 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.
- (2) Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, 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) of this paragraph, in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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) through (4) of this paragraph.

#### C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

\*HUD-4010 (Revision 06/2022) ref. Handbook 1344.1 (Previous editions are obsolete)

#### 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	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a>
San Francisco, CA 94105	Bid Notification: <a href="https://catalog.data.gov/dataset/subcontracting-network-subnet-system">https://catalog.data.gov/dataset/subcontracting-network-subnet-system</a>
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 <sup>4</sup>	
Mailing Address: PO Box 942874 Sacramento, CA 94274-0015	DBE Database: https://dot.ca.gov/programs/civil-rights/dbe
1820 Alhambra Blvd. Sacramento, CA 95816	
CA Public Utilities Commission (CPUC) <sup>5</sup>	
505 Van Ness Avenue San Francisco, CA 94102-3298	<u>Directory:</u> <a href="https://sch.thesupplierdearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp">https://sch.thesupplierdearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</a>

#### Notes:

- 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.
- 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.)

# **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

#### **SUMMARY OF BIDS RECEIVED**

Type of Job	NAICS CODES	Company Name	Selected (Y/N)	Bid Amount	DBE	Non-DBE	Explanation for not Selecting
		_					

**USE ADDITIONAL FORMS AS NECESSARY** 

Form AA62 - Summary of Bids Received

# DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)

#### City of San Diego Community Development Division - CDBG Program Minority Businesses and Women Business Enterprises Information Form

	0 ' ' ' N								DDED A DED CED	FIELG A TIO	N.	
	Organization Name							T1 1 20 1 1 1 1 0	PREPARER CERT			1 .
	Organization Addre							I hereby certify that, to the best of n	iy knowledge and belie		s in this report are true and	1 correct.
	Organization Emple	-				=		Full Name of		Preparer's		
	Organization Conta					-		Report Preparer:		Signature:		
	Organization Conta					-		Preparer's		Date Signed	l:	
	Organization Conta	ct Person E-mai	:			<u>-</u>		Job Title: Preparer's Email:		Preparer's P	hono	
								Freparer's Email:		r reparer s r	none.	
	Please report all co	ontracts and su	bcontracts paid	with City of San	Diego CDBG Funds.							
PC or SUB	Amount of Contract or Subcontract (CDBG only)	Type of CPD Trade Code (See below)	Contractor or Subcontractor Business Owner Racial/Ethnic Code (See below)	Woman-Owned Business (Yes or No)	Prime Contractor/ Subcontractor Identification Number (Employer IRS Number)	Section 3 Contractor (Yes or No)		Contractor/Su	abcontractor Name and	Address		
			(=======)					Name	Street		City	Zip
PC											-	•
												1
			2: Type of Trac	de Codes:		3: Racial/Ethni	ic Codes:					
	CPD:		Housing:			1 = White Americ	ans	Cl	TY DEPARTMENT	CERTIFICA	TION	
	1 = New Construction	n	1 = New Constru	iction	6= Professional	2 = Black America	ans	I hereby certify that, to the best of n	ny knowledge and belie	f, the content	s in this report are true and	d correct.
	2 = Education/Trainin	ng	2 = Substantial R	Lehab.	7= Tenant Services	3 = Native Americ	cans	City Project Manager Signature:				
	3 = Other		3 = Repair		8= Education/Training	4 = Hispanic Ame	ericans			Date Signed	l:	
			4= Service		9= Arch./Eng. Appraisal	5 = Asian/Pacific	Americans	Preparer's Email:		Preparer's P	hone:	
			5= Projec Mgt.		10= Other	6 = Hasidic Jews						
Form AA	A64 -MBE/WBE I	nformation										

Organization: Placing qualified and small minority businesses and women's business enterprises on solicitation lists. Assuring that small minority businessed 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 appropiate, 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 businessed 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 businesse enterprises. Using the services and assistance as appropiate, 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.

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.



## **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 lowincome 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.

-:	Signature	Print Name and Title	Date
ac	cordance with 24 CF	R Part 75.	
tĥ	is form is true, compl	n, my organization/company certifies that the informati ete, accurate, and meets HUD Section 3 reporting requir	
	Other enorts. Plea	ise describe below.	
	Other efforts Plea	ase describe below.	
		nent or referrals with the state one-stop system as orkforce Innovation and Opportunity Act.	defined in Section
	Promoted use of be small businesses.	usiness registries designed to create advantages for	disadvantaged or
	Provided bonding Section 3 business	assistance, guaranties, or other efforts to support vs concerns.	riable bids from
	Divided contracts concerns.	into smaller jobs to facilitate participation by Section	on 3 business
	Provided technical contracts.	l assistance to help Section 3 business concerns und	lerstand and bid on
	Engaged in outrea	ch events to identify and secure bids from Section 3	business concerns.
	Assisted Section 3	Workers to obtain financial literacy training/and or	r coaching.
		ce to apply for/or attend community college, a four- cational technical training.	-year educational
		red Section 3 Workers to services supporting job reacork readiness activities, interview clothing, test fees	
	Held one or more	job fairs.	



# <u>MBE INFORMATION FORM - NO CHANGE CERTIFICATION</u> GENERAL CONTRACTOR

Organization Name:	
Organization Address:	
Project Name:	
Project Address:	
I certify there have been no changes to the MBE Information form pathis project.	previously submitted for
Signature of Authorized Signing Official/Representative	 Date
Print Name of Authorized Signing Official/Representative	
Finit Name of Authorized Signing Official/Representative	
Print Title of Authorized Signing Official/Representative	
Print Email of Authorized Official	

# **Section 3 Worker Certification Form**

Employee N	ame					
Employee's	Employee's Address City, State, Zip Code					
		Section 3 Worker	(24 CFR 75.5) Def	inition		
• •		ently fits at least o d on file. (Select ar	· ·		O	
	☐ Worker is employed by a certified Section 3 business concern.					
	Worker is	a participant of a \	YouthBuild Prograi	m.		
	☐ 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 Sa	an Diego	\$67,900		
•	er who curr	ted Section 3 Work ently fits at least of ed on file. (Select a	one of the followin	g eligibility ca		
	Worker is	employed by a cer	tified Section 3 bus	siness conceri	1.	
	☐ Worker lives in the neighborhood or service area of the project.					
	☐ Worker is a participant of a YouthBuild Program.					
		nt, I certify that I are ection of one or mo			•	
	Sig	nature			Date	



## **SECTION 3 CONTRACTING OPPORTUNITIES**

## 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? Women Busine	ess Enterprise (WBE)? Minority Business Enterprise (MBE)?
Yes No Yes	No Yes 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 lowincome 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,	Total Number of Section 3 Workers	Total Number of Labor Hours Worked	Total Number of Labor Hours Worked by Section 3 Workers
Plumbing, etc.)			

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

#### **HUD - ELIGIBILITY CRITERIA**

## Section 3 Worker

- ➤ Worker is employed by a Section 3 business concern.
- > Worker is a YouthBuild participant.
- > The Worker's annual income for the previous calendar year is below does not exceed 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

## **Section 3 Targeted Worker**

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

#### **Section 3 Business Concern**

- At least 51 percent of a business is owned by very low or low-income persons.
- > Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
- > A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

By signing and 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 Name and Title Date

## **ATTACHMENT E**

# **SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

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

Holiday	Observed On
Juneteenth	June 19

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

**Normal Working Hours**: Normal Working Hours shall be **8:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

#### **SECTION 2 - SCOPE OF THE WORK**

- **2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
  - 2. The Contractor will obtain, at no cost to you, the following permits:
    - a) PRJ-1067965
    - b) Shade Structure- Deferred submittal

#### **SECTION 3 - CONTROL OF THE WORK**

- **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.

- **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
  - 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
    - a) Limited Geotechnical Investigation for Coral Gate Park Improvements Southeast of Sipes Lane and Anella Road dated July 25, 2022 by GFOCON Inc.
  - 6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1aSWrLehDYaD5HN9hgJbzoCMd0a8l8v9l?usp=drive\_link

- **3-10 SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 3-10 SURVEYING (DESIGN-BID-BUILD).
- 3-10.1 General.
  - 1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
  - 2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

#### 3-10.2 Survey Services Provided by City.

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

## **3-10.3** Payment.

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

#### **SECTION 4 - CONTROL OF MATERIALS**

- **4-3.4 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 Certified Playground Inspection for play equipment and play surfacing.
- **4-6 TRADE NAMES.** To the "WHITEBOOK", ADD the following:
  - 11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 working days prior to the bid due date** and on the City's Product
    Submittal Form available at:

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

#### **SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES**

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

#### 5-4 INSURANCE.

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

#### 5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.

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

# 5-4.2 Types of Insurance.

# 5-4.2.1 General Liability Insurance.

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

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

# 5-4.2.2 Commercial Automobile Liability Insurance.

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

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

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

- **S-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.
- **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.
- **5-4.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies, including, all endorsements.

#### SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
  - 3. Refer to the Sample City Invoice materials in **Appendix D Sample City Invoice with Cash Flow Forecast** and use the format shown.
  - 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.

- The City of San Diego has prepared a Notice of Exemption for Coral Gate Neighborhood Park Playground Improvement, Project No. B-20057.02.06, as referenced in the Contract Appendix. You shall comply with all requirements of the Notice of Exemption as set forth in Appendix A.
- 2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.
- **6-9 LIQUIDATED DAMAGES**. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
  - 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

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

# **SECTION 7 - MEASUREMENT AND PAYMENT**

- **7-3.9 Field Orders**. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9
FIELD ORDER LIMITS

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

# **7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

#### **SECTION 200 - ROCK MATERIALS**

# **200-2.1 General.** To the "GREENBOOK", ADD the following:

Base material for concrete paving, sidewalks, walkways, and ramps shall be Class 2 Aggregate base and shall conform to 3/4" Class 2 aggregate base, per Whitebook section 200-2.9, "Class 2 Aggregate Base." Installation per section 301-2.

## **SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

## 201-1 PORTLAND CEMENT CONCRETE.

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

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

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

ADD:

### 201-2.2.4 Tie Wire.

Tie wire shall be 16 gauge, black annealed.

ADD:

# 201-2.2.5 Reinforcing Supports.

All horizontal reinforcing shall be supported on approved chairs or supports to the specified height and locations.

# **201-3.2 Premolded Joint Filler.** To the "GREENBOOK", ADD the following:

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

Provide joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience. Provide color selections made by City from manufacturer's full range of standard colors for products of type indicated. Sealant color parallel to curb line shall match color of adjacent paving.

Finish joint material flush with concrete surface.

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

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

ADD:

## 201-11 PRECAST CONCRETE SITE FURNISHINGS.

#### 201-11.1 General.

#### 201-11.1.1 Submittals.

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

## 201-11.1.2 Quality Assurance.

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

# 201-11.1.3 Delivery, Storage and Handling.

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

# 201-11.1.4 Warranty.

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

#### 201-11.2 **Products.**

# **201-11.2.1** Picnic Table.

- 1. Manufacturer: Outdoor Creations Inc., (530) 365-6106, or approved equal.
- 2. Size and Configuration: per Drawings
- 3. Materials: Precast Concrete, with minimum compressive strength of 5000psi
- 4. Color and Finish: per Drawings
- 5. Sealer: Nano Tech Barrier

#### 201-11.2.2 Bench.

- 1. Manufacturer: Outdoor Creations Inc., (530) 365-6106, or approved equal.
- 2. Size and Configuration: per Drawings
- 3. Material: Precast Concrete, with minimum compressive strength of 5000psi
- 4. Color and Finish: per Drawings
- 5. Sealer: Nano Tech Barrier

## 201-11.2.3 Trash and Recycling Receptacles.

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

## 201-11.2.4 Hot Coal Receptacle.

- 1. Manufacturer: Outdoor Creations Inc., (530) 365-6106, or approved equal.
- 2. Size and Configuration: per Drawings
- 3. Material: Precast Concrete, with minimum compressive strength of 5000psi
- 4. Color and Finish: per Drawings
- 5. Sealer: Nano Tech Barrier

## 201-11.3 **Execution.**

## 201-11-3.1 **Examination.**

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

#### 201-11.3.2 Installation.

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

#### **SECTION 206 - MISCELLANEOUS METAL ITEMS**

#### ADD:

## 206-8 METAL SITE FURNISHINGS.

#### 206-8.1 General.

#### 206-8.1.1 Submittals.

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

## 206-8.1.2 Quality Assurance.

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

# 206-8.1.3 Delivery, Storage and Handling.

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

## 206-8.1.4 Warranty.

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

#### 206-8.2 **Products.**

# 206-8.2.2 Drinking Fountain.

- 1. Manufacturer: Haws, (775) 359-4712, or approved equal.
- 2. Model: per Drawings.
- 3. Components/Materials:
  - a) 3/16" galvanized-steel pedestal with powder coating.
  - b) Push-button operated stainless steel valves with front-accessible cartridge and flow adjustment.
  - c) Polished chrome-plated brass vandal-resistant shielded bubbler heads.
  - d) Large-opening bottle filler with quick-fill 1 gpm flow rate.
  - e) 100% lead-free waterways.
  - f) Polished chrome-plated vandal-resistant waste strainers with topdown clean-out access on fountains.
  - g) Vandal-resistant access plates.
  - h) Integral mounting feet.
  - i) 1-1/2" slip waste.
- 4. Color: per Drawings.
- 5. Mounting: Provide mounting hardware and installation instructions.

#### 206-8.3 **Execution**.

#### **206-8.3.1 Examination.**

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

#### 206-8.3.2 Installation.

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

## 206-9 PLAY EQUIPMENT.

## 206-9.1 PlayBooster and Hedra.

#### 206-9.1.1 Manufacturer.

1. Landscape Structures, Inc., (888) 436-6574, or approved equal.

#### 206-9.1.2 Materials.

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

#### 206-9.1.3 Fasteners.

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

## 206-9.1.4 TenderTuff Coating.

Metal components to be TenderTuff coated shall be thoroughly cleaned in a hot phospatising wash system, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 psi and a minimum tear strength of 250 lbs/inch. Standard colors are available, all with a matte finish.

#### 206-9.1.5 ProShield Finish.

- 1. All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006". ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:
  - a) Hardness (D3363) rating 2H
  - b) Flexibility (D522) pass 1/8" mandrel
  - c) Impact (D2794) rating minimum 80 inch-pounds
  - d) Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
  - e) UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention\*
  - f) Adhesion (D3359, Method B) rating 5B

- g) The Paint Line shall employ a checkered adhesion test daily.
- h) Standard colors are available.

\*Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.

#### 206-9.1.6 Decks.

1. All decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuffcoated brown or gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts. Not applicable for Evos or Weevos.

#### 206-9.1.7 Concrete Products.

- 1. Two processes are used to produce concrete products. (See specific product installation/ specification documents.)
  - a) Glass Fiber Reinforced Concrete (GFRC)
    - i. Products: Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs. per square foot and an average ultimate flexural strength of 2,100 psi per ASTM C947.
    - ii. Finish: Exterior latex paint suited for concrete applications.
  - b) Precast Concrete
    - Products: Wet-cast solid, molded concrete with an average compressive strength of 5,000 psi per ASTM C39. Unit weight range of about 115-145 lbs. per cubic foot.
    - ii. Finish: Exterior latex paint suited for concrete applications.

## 206-9.1.8 Rotationally Molded Polyethylene Parts.

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

## 206-9.1.9 Recycled Permalene Parts.

1. These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile

strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) 100" thick colored exterior layers over a .550" thick recycled Black interior core. Standard colors are available.

# 206-9.1.10 Footings.

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

## 206-9.1.11 Hardware Packages.

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

### 206-9.1.12 Installation Documentation.

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

# **206-9.1.13** Packing List.

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

## 206-9.1.14 Packaging.

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

#### 206-9.1.15 Maintenance Kit.

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

# 206-9.2 PlayBooster and Hedra (2-5 years)

#### 206-9.2.1 Posts.

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

#### 2. Steel Posts:

- a) All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of 120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.
- b) Steel Post Mechanical Properties.

i. Yield Strength (min): 50,000 PSI

ii. Tensile Strength (min): 55,000 PSI

iii. Elongation: 25% in 2 inches

iv. Modulus of Elasticity: 29.5 x 106 PSI

#### 3. Aluminum Posts:

- a) All aluminum PlayBooster posts are manufactured from 6005-T5 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.
- b) Aluminum Post Mechanical Properties.

i. Yield Strength (min): 35,000 PSI

ii. Tensile Strength (min): 38,000 PSI

iii. Elongation: 10% in 2 inches

iv. Modulus of Elasticity: 10 x 106 PSI

## 4. Arch Posts:

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

## 206-9.2.2 Clamps.

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

a) Ultimate Tensile: 47,000 PSI

b) Yield Strength: 28,000 PSI

c) Elongation: 7% in 2 inches

d) Shear Strength: 29,000 PSI

e) Endurance Limit: 20,000 PSI

- 2. Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.
- 3. PlayBooster clamps have three functional applications and shall be named as follows:
  - a) Offset hanger clamp assembly
  - b) Deck hanger clamp assembly
  - c) Hanger clamp assembly

## 206-9.2.3 Netplex Clamps.

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

a) Ultimate Tensile: 47,000 PSI

b) Yield Strength: 28,000 PSI

c) Elongation: 7% in 2 inches

d) Shear Strength: 29,000 PSI

e) Endurance Limit: 20,000 PSI

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

## 206-9.2.4 Geoplex Clamps.

- 1. All clamps are ProShield finished and, unless otherwise noted, shall be fabricated from 7GA using .179" (4.54 mm) T316 stainless steel.
  - a) Ultimate Tensile: 84,000 PSI
  - b) Yield Strength: 25,000 PSI
- 2. Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) and (2) 3/8" SAE flat washers. A ¼" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

#### 206-9.2.5 Steel-Reinforced Cables.

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

## 206-9.2.6 PlayOdyssey Structural Frame.

Post length of the double ladder/central column shall vary depending upon 1. the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.313") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws through (2) 1/4" flanges.

#### 206-9.2.7 PlayOdyssey Optional Aluminum Roof Posts.

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

## 206-9.2.8 Vibe Handholds.

1. Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

#### 206-9.2.9 Vibe Roof.

1. Rotomolded shell, with 12 GA (.105") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

## 206-9.2.10 Vibe Enclosures.

1. Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available. Option of 10 activity panels available in standard Permalene® colors. Also available bubble or window panel made of 1/4" clear polycarbonate.

## 206-9.2.11 Talk Tube 40' Tubing Kit PB (#111362A).

- 1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 2. Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.
- 3. Talk Tube Hose: Made from 1.75" (44.45 mm) O.D. HDPE conduit.

## 206-9.2.12 OmniSpin Spinner Surface Mount (#173591A).

- 1. OmniSpin Spinner: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 2. OmniSpin Spinner Frame Assembly: (Frame) Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing, 2.875" (73,03 mm) O.DRS40 (.160"-.170") (4,06 mm-4,32 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HR flat steel and 3 1/2" (88,9 mm) O.D. CF steel bar. (Base) Weldment comprised of 3/8" (9,53 mm) HRPO sheet steel and 3/16" (4,75 mm) HRPO sheet steel. (Shock Covers) 16 GA (.060") (1,52 mm) HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield, black in color.
- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

#### 206-9.2.13 110" Steel Post for Roof Direct Bury (#111403T).

1. Post: See Section 206-9.2.1 for General Specifications.

#### 206-9.2.14 118" Steel Post for Roof Direct Bury (#111403S).

1. Post: See Section 206-9.2.1 for General Specifications.

# 206-9.2.15 126" Steel Post for Roof Direct Bury (#111403R).

1. Post: See Section 206-9.2.1 for General Specifications.

# 206-9.2.16 Welcome Sign Ages 2-5 Years Direct Bury (#182503A).

1. Border: Permalene, black in color.

- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 3. Sign Panel: Panel is fabricated from 1/8" (3,17 mm) aluminum plate. Finish: ProShield, gray in color. (Sign) Digital image is transferred to a 1/8" (3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.
- 4. Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color specified.

## 206-9.2.17 Belt Seat ProGuard Chains for 8' Beam Height (#174018A).

- 1. Bolt Link: Stainless Steel
- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 3. Chain/ProGuard: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard.
- 4. Belt Seat: Molded from UV stabilized black EPDM rubber encapsulating a weldment comprised of a 22 GA (.029") (0,74 mm) spring stainless steel sheet and (4) .105" (2,67 mm) thick stainless steel washers. The belt seat elliptical shape measures 7" (178 mm) wide x 26" (660 mm) long x .700" (17,78 mm) thick.

# 206-9.2.18 Full Bucket Seat ProGuard Chains for 8' Beam Height (#176038A).

- 1. Full Bucket Seat: Made of U.V. stabilized high-quality black rubber encapsulating a 24 GA (.024") (0,61 mm) stainless steel reinforcement plate. Handles cast from 356-T6 aluminum alloy with black polyarmor paint finish. Handles attach to seat with (3) 1/4" (6,35 mm) x 1 5/16" (33,32 mm) long stainless steel rivets. The full bucket measures 9" (229 mm) deep x 10 1/2" (266,7 mm) wide.
- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 3. Chain/ProGuard: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard.

# 206-9.2.19 Molded Bucket Seat (5-12 yrs) w/Harness ProGuard Chains for 8' Beam Height (#177315A).

- 1. Dbl. Pivot Block: Fabricated from 6061-T6 Aluminum with bronze oil impregnated bearing.
- 2. Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") (3,04 mm) HRPO steel sheet.

- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 4. Mounting Bracket: Cast from 535 aluminum magnesium.
- 5. Bucket Seat Assy: (Bucket Seat & Yoke) Rotationally molded from U.V. stabilized linear lowdensity polyethylene, color specified. (Pipebolt) Made from 1.125" (28,58 mm) O.D. 6005-T5 threaded annodized aluminum tube. (Bearings) UHMW PE lubricated. (Brackets) Made from 356-T6 aluminum.
- 6. Chain/ProGuard: Steel 3/16" (4,75 mm) straight link chain, 800 lb. (362,87 kilograms) working load limit. Finish: ProGuard.

## 206-9.2.20 5" Arch Swing Frame 8' Beam Height Only (#221292A).

- 1. Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color per Drawings.
- 2. Arch Posts: See section 206-9.2.1.
- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 4. Swing Beam: Weldment comprised of tee clamps and 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) W. Finish: ProShield, color per Drawings.

## 206-9.2.21 5" Arch Swing Frame Additional Bay 8' Beam Height Only (#221293A).

- 1. Hanger Clamp Assembly: Cast aluminum. Finish: ProShield, color per Drawings.
- 2. Arch Posts: See section 206-9.2.1.
- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 4. Swing Beam: Weldment comprised of tee clamps and 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) W. Finish: ProShield, color per Drawings.

# 206-9.3 PlayBooster and Hedra (5-12 years).

#### 206-9.3.1 Hedra with Alpine Slide (#265928D).

- 1. Tri Handhold: Polyester Resin (Silicia, Dualite)
- 2. Infill Panel: Recycled Permalene, Natural in color.
- 3. Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, black in color.
- 4. Slide Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" .105") (2,41 mm x 2,66 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, Carbon in color.

- 5. Spring: Weldment comprised of 5 5/8" (142,88 mm) diameter 13/16" (20,62 mm) tempered alloy steel coil. Finish: ProShield, Carbon in color.
- 6. Ball Knot: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 7. Belting Plate: Fabricated from 7 GA. (.188") (4,77 mm) HR zinc plated flat steel with 3/8" (9,53 mm) stainless steel studs. Finish: TenderTuff, color per Drawings.
- 8. Hedra Frame: ASTM A53, 4-1/2"O.D. x .120 wall tubing.
- 9. Infill Panels: 5052 H32 Aluminum panels with hexagonal hole pattern. Finish: ProShield, color per Drawings.
- 10. Perf Panels: 5052 H32 Aluminum panels with .313 hole pattern .50 x 60\*. Finish: Proshield, color per Drawings.
- 11. Net Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 12. Disc: Rotationally molded from U.V. stabilized linear low-density polyethylene, disc measures 14" (356 mm) in diameter x 7" (178 mm) high, color per Drawings.
- 13. Permalene Panels: Recycled Permalene, color per Drawings.
- 14. Clamps: Cast aluminum. Finish: ProShield, color per Drawings.
- 15. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 16. GripX Permalene: 3/4" (19,05 mm) Thick Permalene®, black or gray in color.
- 17. Chain: Steel 1/4" (6,35 mm) straight link chain, 3,150 lb (1428,82 kilograms). working load limit. Finish: ProGuard.
- 18. Slide: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 19. Cable Assembly: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable connectors) 6061-T6 aluminum.

# 206-9.3.2 E-Pod Seat (#166809A).

- 1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 2. E-Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 3. Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield, color per Drawings.

# 206-9.3.3 We-Saw Direct Bury (#186490A).

- 1. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 2. Anchor Cage: Weldment comprised of 1.029" (26,13 mm) O.D. RS20 (.070"-.080") (1,77 mm 2,03 mm) wall galvanized steel tubing with 203 or 303 stainless steel welded inserts with 5/8" internal threads and 7 GA. (.179") (4,54 mm) HRPO steel sheet. Finish: Proshield, black in color.
- We-saw Assembly: (Arm Assembly) Weldment comprised of 3.500" (88,9 mm) 3. O.D. x 8 GA. (.162") (4,11 mm) wall galvanized steel tubing, 2.375" (60,33) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tubing, 1.900" (48,26 mm) O.D. RS40 (.120"-.130") (3,05 mm-3,30 mm) wall galvanized steel tubing, .375" (9,52 mm) thick HRPO steel plate and .250" (6,35 mm) HRPO steel plate. Finish: Proshield, black in color. (Rocker Assembly) Weldment comprised .250" (6,35 mm) HRPO steel plate and 2" (50 mm) x 5/16" (7,93 mm) wall steel tubing. Finish: ProShield, black in color. (Base) Weldment comprised .375" (9,53 mm) HRPO steel plate and 2.500" (63,50 mm) O.D. x 1.150" (29,21 mm) I.D. stainless steel tubing. Finish: ProShield, black in color. (Base Plate) Fabricated from .250" (6,35 mm) HRPO steel plate. Finish: ProShield, black in color. (Spring) 5 5/8" (142,87 mm) diameter 13/16" (20,62 mm) tempered alloy steel coil. Finish: ProShield, black in color. (Spring Wedge) Cast from ductile iron alloy. Finish: ProShield, black in color. (Bearings) 1.145" (29,08 mm) I.D. Oilite bronze. (Shaft) 1.14" (28,96 mm) O.D. stainless steel.
- 4. Bumper Footer: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm 2,29 mm) wall galvanized steel tubing with 203 or 303 stainless steel welded inserts with 5/8" internal threads and .250" (6,35 mm) thick HRPO steel plate. Finish: Proshield, color per Drawings.
- 5. Center Pad: Fabricated from .250" (6,35 mm) thick HRPO steel sheet plate. Finish: Proshield, black in color.
- 6. Filler Plate: Fabricated from 12 Ga. (105") (2,66 mm) HRPO steel sheet. Finish: ProShield, color per Drawings.
- 7. GripX Insert: 3/4" (19,05 mm) Thick Permalene, black in color.
- 8. Teeter Pad & Edges: Permalene, color per Drawings.
- 9. Platform Handhold: Weldment comprised of 1.315" (33,4 mm) O.D. RS20 (.080"-.090") (2,03 mm 2,28 mm) wall galvanized steel tubing, 10 GA (.135") (3, 42 mm) HRPO steel sheet and 7 GA. (.179") (4,54 mm) HRPO steel sheet. Finish: Proshield, color per Drawings.
- 10. Rung Cap: Molded from U.V. stabilized black EPDM rubber encapsulating .250" (6,35 mm) thick aluminum sheet and .125" (3,18 mm) thick aluminum plate.
- 11. Seat: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.

## **206-9.3.4** Boogie Board Direct Bury (#193176A).

- 1. Panels: Permalene, color per Drawings.
- 2. Presser Plate: Fabricated from 7 GA. (.179") (4,54 mm) thick HRPO sheet steel. Finish: ProShield, color per Drawings.
- 3. Belt Plate: Weldment comprised or 3/8" (9,53 mm) thick HRPO sheet steel and 1/4" (6,35 mm) thick HRPO sheet steel. Finish: ProShield, color per Drawings.
- 4. Mounting Plate: Comprised of 3/8" (9,53 mm) thick HRPO sheet steel and 2" (50,8 mm) O.D. x 1.50 " (38,1 mm) I.D. stainless steel housing. Finish: ProShield, color per Drawings.
- 5. Shaft Mount: Weldment comprised of 1/4" (6,35 mm) thick HRPO flat steel and 1" (25 mm) diameter stainless steel shaft. Finish: ProShield, color per Drawings.
- 6. Belt:.315" (8,00 mm) Thick mini rough top rubber belting with polyester fabric plys, black in color.
- 7. Leg Cap: Aluminum.
- 8. Clamps: Cast aluminum. Finish: ProShield, color per Drawings.
- 9. Post: See section 206-9.2.1.
- 10. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

## 206-9.3.5 ZipKrooz 50' with Aluminum Posts Direct Bury (#194663B).

- 1. Crossover: Weldment comprised of tee clamps and a 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) wall. Finish: ProShield, color per Drawings.
- 2. Deck Support: Weldment comprised of 5" (127 mm) O.D. x 7 GA. (.179") (4,54 mm) wall galvanized steel tube, and 1/2" (12,7 mm) HRPO steel plate. Finish: ProShield, color per Drawings.
- 3. Bumper: Urethane, black in color.
- 4. ZipKrooz Crossover: Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, 3/8" (9,52 mm) thick HRPO steel plate and 1/4" (6,35 mm) thick HRPO steel. Finish: ProShield, color per Drawings.
- 5. Spacer: .190"(4,82 mm) Thick aluminum sheet.
- 6. Track: Extruded from 6005-T4 aluminum alloy. Finish: ProShield, color per Drawings.
- 7. Trolley Assy.: Steel body with urethane rollers. Completely assembled. Steel Body Finish: ProShield, black in color.
- 8. Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011, 1/4" (6,35 mm) HRPO flat steel and 3/8" (9,53 mm) HRPO flat

- steel. Standing surface is perforated with 5/16" (7,94 mm) diameter holes. The finished size measures 2 1/8" x 38 1/2" x 38 1/2" (53,98 mm x 977 mm). Finish: TenderTuffTM, color per Drawings.
- 9. E-Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 10. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 11. Clamps: Cast aluminum. Finish: ProShield, color per Drawings.
- 12. Post: See section 206-9.2.1.
- 13. Chain w/Rubber Cover Assy.: (Chain) Steel 1/4" (6,35 mm) straight link chain, 3,150 lbs. (1428,82 kilograms) working load limit. Finish: ProGuard. (Cover) High pressure Buna-N Rubber hose, black in color. (Connector) Aluminum.

# 206-9.3.6 ZipKrooz Assisted Additional Bay 50' with Aluminum Posts Direct Bury (#196213B).

- 1. Crossover: Weldment comprised of tee clamps and a 5" (127 mm) O.D. extruded 6005-T5 aluminum alloy tube with a .125" (3,17 mm) wall. Finish: ProShield, color per Drawings.
- 2. Bumper: Urethane, black in color.
- 3. ZipKrooz Crossover: Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, 3/8" (9,52 mm) thick HRPO steel plate and 1/4" (6,35 mm) thick HRPO steel. Finish: ProShield, color per Drawings.
- 4. Spacer: .190"(4,82 mm) Thick aluminum sheet.
- 5. Track: Extruded from 6005-T4 aluminum alloy. Finish: ProShield, color per Drawings.
- 6. Trolley Assy.: Steel body with urethane rollers. Completely assembled. Steel Body Finish: ProShield, black in color.
- 7. Cable Assy.: (Cable) Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. (Cable Connectors) 6063-T6 aluminum.
- 8. Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") (3,04 mm) HRPO steel sheet.
- 9. Bucket Seat Mount: Weldment comprised of 1.42" (36,06 mm) diameter stainless steel, 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) wall galvanized steel tubing, 3/8" (9,53 mm) thick HRPO steel plate and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, color per Drawings.
- 10. Bucket Seat Assy: (Bucket Seat & Yoke) Rotationally molded from U.V. stabilized linear lowdensity polyethylene, color specified. (Pipebolt) Made from 1.125" (28,58 mm) O.D. 6005-T5 threaded annodized aluminum tube. (Bearings) UHMW PE lubricated. (Brackets) Made from 356-T6 aluminum.

- 11. Clamps: Cast aluminum. Finish: ProShield, color per Drawings.
- 12. Post: See section 206-9.2.1.

## 206-9.3.7 ReviWheel Spinner Direct Bury (#295695).

- 1. Revi Roto: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.
- 2. Permalene: 3/4" Thick HDPE Permalene, color per Drawings.
- 3. Hand Hold: Fabricated from A356 sand casted aluminum. Finish: ProShield, color per Drawings.
- 4. Spinner Support: (Post) Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125") (3,17 mm) wall galvanized steel tubing, 1/8" (3,17 mm) thick HRPO steel plate and 1.967" (49,96 mm) O.D. steel shaft. (Base) Weldment comprised of 3 /8" (9,6 mm) HRPO sheet steel and 3 /16" (4,8 mm) HRPO sheet steel. (Shock Covers) 16 GA (.060") HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield, color per Drawings.
- 5. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 6. Bearing: 2" (50 mm) Deep groove stainless steel.

# 206-9.3.8 110" Steel Post for Roof Direct Bury (#111403T).

1. Post: See Section 206-9.2.1 for General Specifications.

# 206-9.3.9 118" Steel Post for Roof Direct Bury (#111403S).

1. Post: See Section 206-9.2.1 for General Specifications.

## 206-9.3.10 126" Steel Post for Roof Direct Bury (#111403R).

1. Post: See Section 206-9.2.1 for General Specifications.

## 206-9.3.11 108" Steel Post Direct Bury (#111404R).

1. Post: See Section 206-9.2.1 for General Specifications.

#### 206-9.3.12 Chatter Noodle Direct Bury (#158106A).

- 1. Noodle Post: Fabricated from 5.000" (127 mm) O.D. x 1/8" (3,17 mm) wall aluminum tube. Finish: ProShield, color per Drawings.
- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).
- 3. Chatter Noodle Ball: Rotationally molded from U.V. stabilized linear low-density polyethylene, color per Drawings.
- 4. Chatter Noodle Plate: Weldment comprised of 1.250" (31,75 mm) O.D. x 11 GA. (120") (3,04 mm) black steel tube and 12 Ga. (.105") (2,66 mm) HRPO flat steel. Finish: ProShield, color per Drawings.

- 5. Hose Clamp: Band and housing made from 300 series stainless steel. Slotted screw with hex head and safety collar is cadmium-plated carbon steel.
- 6. Talk Tube Hose: Made from 1.75" (44,45 mm) O.D. HDPE conduit.

# 206-9.3.13 Imagination Table (#168105A).

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

## 206-9.3.14 Xylofun/Alphamaze Panel (#168990A).

- 1. Xylofun Panel Assy.: (Panels) Two color Permalene, color per Drawings. 1/8" (3,17 mm) Thick steel, .125" (3,17 mm) O.D. aluminum tube and 1/2" (12,7 mm) threaded steel rod. Finish: ProShield, color specified.
- 2. Permalene Panels: Recycled Permalene, color per Drawings.
- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

# 206-9.3.15 Color Splash Panel (#177715A).

- 1. Color Splash Panel Assy.: Assembly comprised of (Permalene Panels), color per Drawings. (Lexan Panel) 1/4" (6,35 mm) thick x 26 3/4" (679,45 mm) diameter. (Acrylic Panel) 1/8" (3,18 mm) thick x 26 3/4" (679,45 mm) diameter clear. (Color Wheel) .1875" (4,76 mm) thick x 23 7/16" (595,30 mm) diameter aluminum sheet. Finish: ProShield, image is transferred into paint by the process of infusion. (Shaft) 300 Series stainless steel. (Thrust Oilite Bearing) .125" (3,18 mm) thick x 2.875" (73,03 mm) diameter. (Sleeve Oilite Bearing) 1.25" (31,75 mm) diameter x .750" (19,05 mm) long.
- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

#### 206-9.3.16 Rain Sound Wheel Panel (#177721A).

- 1. Rain Sound Wheel Panel Assy.: Assembly comprised of (Permalene Panels), color per Drawings. (Shaft) 1" (25 mm) diameter x 4 3/4" (120,65 mm) long stainless steel. (Inner & Outer Rings) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: ProShield, color per Drawings. (Brackets) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: Zinc plate with clear chromate finish. (Spacer) 3/4" (19,05 mm) diameter x 2 1/8" (53,98 mm) long stainless steel. (Flange Oilite Bearing) 1.625" (41,28 mm) diameter x 1.000" (25 mm) long.
- 2. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

## 206-9.3.17 Welcome Sign Ages 5-12 Years Direct Bury (#182503C).

- 1. Sign Panel: Panel is fabricated from 1/8" (.125")(3,17 mm) aluminum plate. Finish: ProShield, gray in color. (Sign) Digital image is transferred to a 1/8" (.125")(3,17 mm) ProShield coated aluminum plate, then infused into the ProShield.
- 2. Post: Weldment comprised 2.375" (60,33 mm) O.D. RS20 (.095-.105) (2,41 mm-2,67 mm) wall galvanized tube, 1/4" (6,35 mm) HRPO steel sheet and aluminum post cap. Finish: ProShield, color per Drawings.
- 3. Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specifications).

## **206-9.4** Warranty.

- 1. Manufacturer warrants that all play structures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:
- 2. 100-year limited warranty on all PlayBooster and PlayShaper aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.
- 3. 15-year limited warranty on all Evos and Weevos steel arches, all plastic components (including TuffTimbers edging), all aluminum and steel components not covered above, Mobius climbers, Rhapsody Outdoor Musical Instruments, decks and TenderTuff coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.
- 4. 10- year limited warranty on concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.
- 5. 8- year limited warranty on Aeronet climbers and climbing cables against defects in materials or manufacturing defects.
- 5-year limited warranty on Rhapsody cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.
- 7. 3- year limited warranty on all other parts, i.e.: Pulse products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and

ProGuard Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun gliders, belting material, HealthBeat resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

- 8. Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.
- 9. The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered normal wear in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.
- 10. This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the play structures and/or equipment are erected to conform with the manufacturer's installation instructions and maintained according to the maintenance procedures furnished by the manufacturer.

## 206-10 SHADE STRUCTURE.

#### 206-10.1 General.

#### 206-10.1.1 Related Documents.

- 1. Drawings and general provisions of the Contract.
- 2. General Conditions and Specification Sections apply to this section.

# 206-10.1.2 Summary.

- 1. The shade structure manufacturer shall be responsible for the design, engineering, fabrication, and supply of the work specified herein.
- 1. The intent of this specification is to have only one manufacturer be responsible for the above functions.

## 206-10.1.3 Submittals.

- 1. Bid Submittals:
  - a) Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to Current Building Code specifications. Include in reference list of structure dimensions with install dates and project locations.
  - b) Provide a digital sample with a minimum of 6 fabric samples to demonstrate fabric color range, and a minimum of 31 powder coat samples to demonstrate steel color range. Also, provide letter of authorization from fabric manufacturer for use of fabric.

- c) Provide proof of all quality assurance items including;
  - i. ISO 9001 certification

## 2. Award of Contract Submittals

- a) Provide wet-sealed structural engineering design drawings and calculations.
- b) These drawings should include; plans, elevations, details, dimensions, support steel sizing, cables and hardware, interfaces to foundation supports, design loads used in structural calculations, and foundation reaction loads.
- c) Provide fabric samples and powder coat colors for final order selection.

## 3. Quality Assurance

- a) Fabrication and erection are limited to firms with proven experience in design and construction of fabric shade structures, and such firms shall meet or exceed the following minimum requirements:
  - Contractor/Installer should have experience in erecting these type of shade structures.
  - ii. All manufacturers shall have at least a 15-year experience in design, engineering, manufacture, and erection of shade structures, with similar scope and a successful construction record of in-service performance and erection of permanent fabric structures.
  - iii. The contractor shall demonstrate that it has a staff of experienced fabric structure installation personnel who will undertake the installation of each project.

## 4. Project Conditions

a) Field Measurements: Verify layout information for shade structures shown on the drawings in relation to the property survey and existing structures and verify locations by field measurements prior to construction General contractor shall provide property survey and required documents.

## 5. Warranty

- a) The successful bidder shall provide a three (3) years warranty on all labor and materials.
- b) A supplemental warranty from the manufacturer shall be provided for a period of ten (10) years (pro-rated) on fabric and twenty (20) years on the structural integrity of the steel, from date of substantial completion.

c) The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents, and will be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

#### 206-10.2 **Products.**

#### 206-10.2.1 General.

- 1. The proposed structure(s) shall be manufactured by Skyways, a brand of Landscape Structures Inc., or approved equal, shall be modular and prefabricated, and include the structural steel frame, fabric roof, steel cables, all fasteners, and foundation hardware.
- 2. All modular shade structures shall be palletized and shipped as a prefabricated package. This should include structural frame members, fabric roof, all fasteners, and installation manual. The palletized shipment should have a central pick-point so that the shipment can safely and easily be unloaded via forklift equipment.
- 3. Installation of the proposed structure(s) shall be performed by an installation contractor that has been certified by the manufacturer with a minimum of 32 hours of training. Installer to provide copy of certification.
- 4. Or approved equal. Substitution requests must be submitted a minimum of ten (10) calendar days prior to bid date. Any approvals of substitutions shall be issued by addendum only prior to bid date.
- 5. Alternate suppliers must meet the qualifications and provide proof of certification listed under Section 3.3 Quality Assurance.
- 6. All shade structures are engineered and designed to meet the following loads but is also dependent on the geographic location of the installation and the local building codes.
  - a) FBC 2014
  - b) 105 mph wind load
  - c) 5psf snow load

#### 206-10.2.2 Steel.

- 1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications.
- 2. All connections shall have a maximum internal sleeving tolerance of 0.0625 inches, using hightensile strength steel sections, with a minimum sleeve length of 10 inches.
- 3. All hollow not round structural steel members shall be cold-formed, high-strength steel, and comply with ASTM-A500, Grade B or C as required.
- 4. All steel plates shall comply to ASTM A-572, Grade 50 or to ASTM A-36 as required.

#### 206-10.2.3 Bolts.

- 1. All structural field connections of the shade structure shall be designed and made with highstrength bolted connections using either ASTM A-325, Grade B or SAE J249 Grade 8 as required and indicated on the drawings.
- 2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2.
- 3. All bolt fittings that secure sleeve connections shall include rubber washers for water-tight seals at joints.

## 206-10.2.4 Welding.

- 1. All shop-welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications.
- 2. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints, where applicable, and by certified welders. C. No onsite or field welding shall be permitted.

# 206-10.2.5 Powder Coating.

- 1. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3.
- 2. A commercial blast-cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, as well as other products or foreign material.
- 3. All metal parts and surfaces, except hardware, shall be coated with ProShield finish where a minimum .002" of epoxy zinc rich primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006".
- 4. ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:
  - a) Hardness (D3363) rating 2H
  - b) Flexibility (D522) pass 1/8" mandrel
  - c) Impact (D2794) rating minimum 80 inch-pounds
  - d) Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
  - e) UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention
  - f) Adhesion (D3359, Method B) rating 5
- 5. Manufacturer to provide Hatch Test results to verify finish adhesion.
- 6. Manufacturer to provide in-process quality reports results to verify finish thickness.

- 7. Manufacturer to provide in-process quality reports results to verify complete cure of the finish.
- 8. Painted parts shall resist 2500 hrs of salt-spray tests as per ASTM-B117 salt spray test.

## 206-10.2.6 Fabric Tension Cables.

- 1. All steel cables diameters and types, shall be determined based on calculated engineering load.
- 2. Structural wire rope cables shall conform to the latest revision of ASTM A 603, "Standard specification for zinc-coated steel structural wire rope".
- 3. Structural strand cables shall conform to the latest revision of ASTM A 586, "Standard specification for zinc-coated parallel and helical steel wire structural strand".
- 4. Seven wire pre-stressing strand shall conform to the latest revision of ASTM A 416, "Standard specification for uncoated seven wire stress relieved strand for prestressed concrete", and shall be grade 270.

## 206-10.2.7 Fabric Roof Systems.

- 1. UV Shade Fabric shall be made of UV-stabilized high-density polyethylene (HDPE).
- 2. This mesh fabric must be lock stich knit with monofilament and tape yarn. B.
- 3. Fabric Weight shall be 8.7 Oz/SQFT.
- 4. Fabric shall conform to and pass the ASTM E-84 testing standard, NFPA701 Test Method 1 and 2 standards, and the CSFM 1237.1 Title 19 standard.
- 5. Fabric shall have a life expectancy of 12-year minimum with continuous sun exposure.
- 6. Fabric shall have minimal fading after 5 years of continuous exposure to the elements.
- 7. Tensile Strength Warp, 206.82 lbs / Weft, 368.68 lbs
- 8. Elongation Warp, 111.7% / Weft, 58.1%
- 9. Tear Strength Warp, 39.56 lbs / Weft, 53.05 lbs
- 10. Burst Pressure 456 (psi)
- 11. Burst Strength 359.02 lbs
- 12. Fabric shall block a minimum of 88.5% of the UV Spectrum.
- 13. Fabric shall provide a minimum of 58.9% Shade Factor.
- 14. All fabric joints to be prefabricated, no sewing is allowed on site.

- 15. Thread shall be manufactured from 100% expanded polytetrafluoroethylene (PTFE). This mildewresistant, exterior-approved thread shall meet or exceed the following:
  - a) Flexible temperature range
  - b) Very low shrinkage factor
  - c) Extremely high strength; durable in outdoor climates
  - d) Resists flex and abrasion of fabric
  - e) Unaffected by cleaning agents, as well as acid rain, mildew, saltwater
  - f) Rot-resistant, and unaffected by most industrial pollutants
  - g) Specially treated for prolonged exposure to the sun
  - h) Lockstitch thread 1200 Denier or approved equal
  - i) Chain stitch thread 1200 Denier or approved equal
- 16. All corners shall be reinforced with extra non-tear fabric and strapping to properly distribute load(s).
- 17. The perimeters of the fabric top that contain the cables shall be double lockstitches.

#### 206-10.3 **Execution.**

#### 206-10.3.1 Installation.

- 1. Installations of shade structures shall comply with manufacturer's instructions for assembly, installation, and erection, per approved drawings.
- 2. Concrete work shall be executed in accordance with the latest edition of the American Concrete Building Code, ACI 318.
- 3. Concrete specifications shall comply as per plans, and as follows:
  - a) 28-day strength: 3,500psi
- 4. All reinforcement shall conform to ASTM A-615, Grade 60.
- 5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual, and Manual of Standard Practice.
- 6. All anchor bolts, to be set in new concrete, shall be ASTM F-1554, Grade 55.
- 7. All anchor bolts shall be hot-dip galvanized if exposed to weather.
- 8. Footings shall be placed in accordance with, and conform to, manufacturer's engineered drawings and specifications.

#### 206-11 ACCESSIBLE SIGNAGE.

## 206-11.1 General.

Signs shall be fabricated in conformance with the SDM-117 standards for signs. Signs shall be fabricated in conformance with the City of San Diego standards for signs. In

the event there SDM-117 does not illustrate sign mounting details, refer to City of San Diego Standard Drawing M-45 for installation. Signs shall include:

- 1. Accessible Parking Sign
- 2. Tow Away Sign

#### **SECTION 209 - PRESSURE PIPE**

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

- 1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
- 2. Refer to AWWA C900-16 for all references to AWWA C905.

#### **SECTION 218 - DETECTABLE WARNING TILES (DWT)**

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

c) Detectable warning surfaces shall be in conformance with CBC Section 1133B.8.5. Color shall be yellow for detectable warning surface shall conform to Color 33538 per Federal Standard No. 595B. CBC Sections 1133B.8.5 and 1121 B.3.1, Item 8(a). Provide a minimum of 5-year warranty per DSA Bulletin 10/31/2002, revised 04/09/2008.

#### ADD:

#### SECTION 219 - POURED-IN-PLACE PLAYRGOUND SURFACING SYSTEM

## 219-1 POURED-IN-PLACE PLAYRGOUND SURFACING SYSTEM.

## 219-1.1 General.

# 219-1.1.1 Summary.

- 1. Section Includes: Poured-in-Place Playground Surfacing System with a 10-year warranty.
- 2. Related Sections: Materials and Methods, Excavation, Asphalt Paving, Concrete Paving, Sub- Drainage, Storm Drainage, Fencing, Playground Equipment and Structures.

#### 219-1.1.2 References.

- 1. American Society for Testing and Materials (ASTM):
  - a) ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.

- b) ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- c) ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- d) ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
- e) ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester.
- f) ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- g) ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

## 219-1.1.3 System Description.

- 1. Performance Requirements: Provide a 2-layer rubber-urethane playground surfacing system which has been designed, manufactured and installed to meet the following criteria:
- a) Shock Attenuation (ASTM F1292):
  - i. Gmax: Less than 200.
  - ii. Head Injury Criteria: Less than 1000.
- b) Flammability (ASTM D2859): Pass.
- c) Tensile Strength (ASTM D412): 60 psi (413 kPa).
- d) Tear Resistance (ASTM D624): 140%.
- e) Water Permeability: 0.4 gal/yd2/second.
- f) Accessibility: Comply with requirements of ASTM F1951.

#### 219-1.1.4 Submittals.

- 1. General: Submit listed submittals in accordance with Conditions of the Contract.
- 2. Product Data: Submit manufacturer's product data and installation instructions.
- 3. Verification Samples: Submit manufacturer's standard verification samples of  $9" \times 9" (229 \times 229 \text{ mm})$  minimum.
- 4. Quality Assurance/Control Submittals: Submit the following:
  - a) Certificate of qualifications of the playground surfacing installer.
- 5. Closeout Submittals: Submit the following:
  - b) Warranty documents specified herein.

## 219-1.1.5 Quality Assurance.

- 1. Qualifications: Utilize an installer approved and trained by the manufacturer of the playground surfacing system, having experience with other projects of the scope and scale of the work described in this section.
- 2. Certifications: Certification by manufacturer that installer is an approved applicator of the playground surfacing system.
- 3. International Play Equipment Manufacturers Association (IPEMA) certified.
- 4. Contractor must be able to provide surfacing system that meets a 13' fall height per ASTM F1292. Proof of compliance must be provided at time of bid.

# 219-1.1.6 Delivery, Storage and Handling.

- 1. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- 2. 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).

## 219-1.1.7 Project Conditions.

1. 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.

# 219-1.1.8 Warranty.

- 1. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- 2. 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.
- 3. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.
- 4. Warranty Period: 10 years from date of completion of work.
- 5. Supplemental Inspections: Surfacing supplier shall provide two (2) Impact Attenuation Tests (not including the initial audit which is the responsibility of the contractor) during the 10-year warranty period. The timing of the testing will be at the discretion of the Client. Surfacing supplier shall also provide visual inspection of the surface every three (3) years. Visual inspections shall be followed by photos and a brief narrative of what was observed. Any and all

repairs needed shall be completed to ensure that the surface remains within ASTM code throughout the warranty period.

#### 219-1.2 **Products.**

# 219-1.2.1 Poured-In-Place Playground Surfacing System.

- 1. Manufacturer: Surface America, Inc., (800) 999-0555, or approved equal.
- 2. Products/Systems. Poured-in-place playground surfacing system, including the following:
  - a) PlayBound Poured-In-Place Primer:
    - i. Material: Urethane.
  - b) PlayBound Poured-in-Place Basemat:
    - i. Material: Blend of 100% recycled SBR (styrene butadiene rubber) and urethane.
    - ii. Thickness: [1 1/4" (31.75 mm) for 4' critical fall height] [2" (51 mm) for 5' critical fall height] [2 1/2" (64 mm) for 6' and 7' critical fall heights] [3" (76 mm) for 8' critical fall height] [3 1/2" (89 mm) for 9' critical fall height] [4" (102 mm) for 10' critical fall height] [5" (127 mm) for 12' critical fall height] [6" (152 mm) for 13' critical fall height].
    - iii. Formulation Components: Blend of strand and granular material.
  - c) PlayBound Poured-In-Place Top Surface:
    - i. Material: Blend of Virgin TPV Granule and aromatic or aliphatic urethane binder.
    - ii. Thickness: Nominal 1/2" (12.7 mm), minimum 3/8" (9.5 mm), maximum 5/8" (15.9 mm).
    - iii. Color: per Drawings.
    - iv. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
    - v. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
    - vi. Dry Skid Resistance (ASTM E303): 89.
    - vii. Wet Skid Resistance (ASTM E303): 57.

#### 219-1.2.2 Mixes.

- 1. Required mix proportions by weight:
  - a) Basemat: 16+% urethane (as ratio: 14% urethane divided by 86% rubber). 14% urethane, 86% rubber (based on entire rubber & urethane mix).
  - b) Top Surface: 22% urethane (ratio: 18% urethane divided by 82% rubber). 18% urethane, 82% rubber (based on entire rubber & urethane mix).

#### 219-1.3 **Execution.**

#### 219-1.3.1 Manufacturer's Instructions.

1. Comply with the instructions and recommendations of the playground surfacing manufacturer.

#### **219-1.3.2 Examination.**

- 1. 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.
- 2. Proper drainage is critical to the longevity of the PlayBound Poured-in-Place surfacing system. Inadequate drainage will cause premature breakdown of the poured system in affected areas; and void the warranty.

#### **219-1.3.3 Preparation.**

1. 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 (7.5 m2/L).

#### 219-1.3.4 Installation.

1. 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.

#### 2. Basemat Installation:

- a) 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.
- b) Allow basemat to cure for sufficient time so that indentations are not left in the basemat from applicator foot traffic or equipment.

- c) Do not allow foot traffic or use of the basemat surface until it is sufficiently cured.
- 3. 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).
- 4. Top Surface Installation:
  - a) 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).
  - b) Allow top surface to cure for a minimum of 48 hours.
  - c) 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.
  - d) Do not allow foot traffic or use of the surface until it is sufficiently cured.

#### 219-1.3.5 **Protection.**

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

#### **SECTION 300 - EARTHWORK**

# 300-1 CLEARING AND GRUBBING.

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

- 10. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing required to accomplish this Work. Clearing and grubbing shall also include the removal and disposal of all miscellaneous materials: Buried pavements and other materials, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the plans.
- 11. The work includes demolition and removal (unclassified demolition) of all materials and facilities indicated or specified. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris daily, unless otherwise directed. Store materials that cannot be removed daily in areas approved by the Engineer.
- 12. In addition to the above items, clearing and grubbing shall include, but not be limited to the following items as shown on the plans or specified in these Special Provisions:
  - a) Providing continuous pedestrian and vehicular within the project area, and as directed by the Engineer.

- b) Sawcutting of concrete and asphalt concrete at joints and construction limits.
- Protection of existing improvements designated to remain in place.
   Contractor shall be responsible for replacement of any improvements damaged during clearing and grubbing or construction activities at no additional cost
- 13. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing to accomplish the Work.
- 14. Clearing and grubbing shall also include sawcutting, demolition, removal, and disposal of all existing improvements or otherwise required to perform the work, or as directed by the Resident Engineer

### **300-1.4 Payment**. To the "WHITEBOOK", ADD the following:

- 3. Payment for clearing and grubbing shall be made at the contract Lump Sum price for "Construction of Coral Gate Neighborhood Park Playground Improvements" and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.
- 4. Payment for preservation of property shall be included in the Contract Lump Sum price for "Construction of Coral Gate Neighborhood Park Playground Improvements". No other payments shall be made therefor.
- Payment for salvaging and/or relocating/reinstalling existing improvements shall be included in the contract Lump Sum price for "Construction of Coral Gate Neighborhood Park Playground Improvements". No other payments will be made therefor.

# **300-1.5 Removal and Disposal of Materials.** To the "GREENBOOK", ADD the following:

#### 300-1.5.1 General.

Section 4216/4217 of the Government Code requires a Dig-Alert identification number be issued at least two (2) working days prior to a "Permit To Excavate" will be valid. For your Dig-Alert identification number, Contractor shall call the following Underground Service Alert, services, and utilities:

Underground Service Alert 1-800-422-4133

Police 531-2000

Streets 527-7500

Drainage 527-7500

Water and Sewer 1-800-422-4133

San Diego Gas & Electric 239-7511

Cable T.V. 236-9251 ext. 5212

#### 300-1.5.2 Requirements.

Bituminous pavement shall be cut and removed in such a manner so as not to tear, bulge or displace adjacent paving by use of construction machinery. Wheel type pressure cutters and drop hammer cutters will not be permitted for final edge cut. Sawcutting of edges to be joined is required. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 25 mm (1 inch) of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be trimmed to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Miscellaneous materials: Buried pavements, old subsurface pavements and other materials encountered under existing pavements, which are within designated excavation areas on the demolition plans shall be removed.

#### 300-2 UNCLASSIFIED EXCAVATION.

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

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

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

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

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

Payment for Unclassified Excavation shall be included in the lump sum price for "Construction of Coral Gate Neighborhood Park Playground Improvements" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

ADD:

#### 300-12 SOILS REPORT.

#### 300-12.1 General.

Refer to the Geotechnical Investigation for Coral Gate Park Improvements, dated April, 2021, and Storm Water Management Investigation dated September 28, 2021 by Geocon Incorporated for their findings, conclusions, and geotechnical recommendations relative to geologic hazards, seismic parameters, grading and earthwork, foundations, corrosive soils, and in-situ infiltration rates as they relate to the proposed work.

# 300-12.2 Finish Grading.

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

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

The Contractor shall coordinate all drainage work with all other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Final finish grades shall ensure positive drainage of the site with all surface drainage away from trails, buildings, play areas, walls, and toward, drainage facilities, and catch basins or water courses.

Final grades shall be acceptable to the Resident Engineer. Grading operations shall conform with the Geotechnical Report.

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

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

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

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

Payment for Class II Aggregate Base shall be at the contract unit price per cubic yard and shall be included in the Bid Item "Construction of Coral Gate Neighborhood Park Playground Improvements" and shall include full compensation for furnishing all labor, materials, equipment and incidentals necessary to perform the work as specified in the Standard Specifications, these Special Provisions and as directed by the Resident Engineer.

#### **SECTION 303 - CONRETE AND MASONRY CONSTRUCTION**

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

This work shall consist of preparing the area on which the concrete work is to be

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

- 1. Concrete Catch Basin
- 2. Modular Wetland System
- 3. Storage Tank

# **Payment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

# **303-5.5.3 Walk.** To the "GREENBOOK", ADD the following:

The forms shall be set to place the finish surface in a plane sloping from one edge of paving to the other edge a maximum of 1.5 percent right angle to the edge of paving.

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

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

To the "GREENBOOK", paragraph (3), sentence 1, DELETE in its entirety and SUBSTITUTE with the following:

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

# ADD:

#### 303-9 CONCRETE MOW CURBS.

#### 303-9.1 Concrete Mow Curb Installation.

Concrete Mow Curbs (Concrete Edge Restraint Curb) shall be constructed as indicated on the plans. Concrete shall be cast in place using smooth forms set to provide the smooth radius curves as indicated on the plans. Reinforcing bar shall conform to detail section. Finish shall be as indicated on plans with trowelled edge radii as indicated on the plans. Mow curbs shall be formed to provide smooth flowing curves free of kinks and irregularities. Mow curb height shall be set to be flush with the adjacent finished grade.

ADD:

#### **SECTION 318 - PROTECTION OF WORK**

#### 318-1 PROTECTION OF WORK.

#### 318-1.1 General.

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

#### **SECTION 401 - REMOVAL**

ADD:

#### 401-8 SELECTIVE STRUCTURE DEMOLITION.

#### 401-8.1 **General**.

#### 401-8.1.1 Related Documents.

1. References: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Part 1 Specification Sections, apply to this Section.

# 401-8.1.2 Summary.

- 1. Section Includes:
  - a) Demolition and removal of selected portions of building or structure.
  - b) Demolition and removal of selected site elements.
  - c) Salvage of existing items to be reused or recycled.

#### **401-8.1.3 Definitions.**

- Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- 2. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

- 3. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- 4. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

# 401-8.1.4 Material Ownership.

- 1. Unless otherwise indicated, demolition waste becomes property of Contractor.
- 2. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - a) Carefully salvage in a manner to prevent damage and promptly return to Owner.

### 401-8.1.5 Predemolition Meetings.

- 1. Predemolition Conference: Conduct conference at Project site.
  - a) Inspect and discuss condition of construction to be selectively demolished.
  - b) Review structural load limitations of existing structure.
  - c) Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - d) Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - e) Review areas where existing construction is to remain and requires protection.

#### 401-8.1.6 Informational Submittals.

1. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.

- 2. Schedule of Selective Demolition Activities: Indicate the following:
  - a) Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - b) Interruption of utility services. Indicate how long utility services will be interrupted.
  - c) Coordination for shutoff, capping, and continuation of utility services.
  - d) Use of stairs.
  - e) Coordination of Owner's partial occupancy of completed Work.
- 3. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- 4. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 401-8.1.7 Closeout Submittals.

- 1. Inventory: Submit a list of items that have been removed and salvaged.
- 2. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 401-8.1.8 Field Conditions.

- 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- 2. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition
- 3. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - a) If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous material will be removed by Owner under a separate contract.
- 4. Storage or sale of removed items or materials on-site is not permitted.
- 5. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - a) Maintain fire-protection facilities in service during selective demolition operations.

#### 401-8.1.9 Warranty.

1. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

#### 401-8.2 **Products.**

# **401-8.2.1** Performance Requirements.

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

#### 401-8.3 **Execution.**

#### **401-8.3.1 Examination.**

- 1. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- 3. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- 4. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- 5. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - a) Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- 6. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - a) Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

#### 401-8.3.2 Utility Services and Mechanical/Electrical Systems.

- 1. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- 2. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - a) Arrange to shut off indicated utilities with utility companies.
  - b) If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

# 401-8.3.3 Preparation.

- 1. Site Access and Temporary Controls: Conduct selective demolition and debrisremoval operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- 2. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - a) Strengthen or add new supports when required during progress of selective demolition.

#### 401-8.3.4 Selective Demolition, General.

- 1. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - a) Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - b) Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

- c) Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- d) Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
- e) Maintain adequate ventilation when using cutting torches.
- f) Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- g) Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
- h) Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- i) Dispose of demolished items and materials promptly.

## 2. Removed and Salvaged Items:

- a) Clean salvaged items.
- b) Pack or crate items after cleaning. Identify contents of containers.
- c) Store items in a secure area until delivery to Owner.

#### 3. Removed and Reinstalled Items:

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

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

# 401-8.3.5 Selective Demolition Procedures for Specific Materials.

- 1. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- 2. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- 3. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- 4. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- 5. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

#### 401-8.3.6 Disposal of Demolished Materials.

- 1. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
  - a) Do not allow demolished materials to accumulate on-site.
  - b) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - c) Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- 2. Burning: Do not burn demolished materials.
- 3. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

#### 401-8.3.7 Cleaning.

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

#### **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:
  - Notify SDG&E at least 30 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

#### **SECTION 800 - MATERIALS**

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

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

#### ADD the following:

- 1. Typically the onsite soils (Class C) are suitable and preferred for reuse as topsoil if free from excessive vegetation, trash and debris, and other deleterious matter. The soil laboratory test will determine suitability of onsite topsoil material.
- 2. If import of topsoil is determined to be necessary, Class A topsoil shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Landscape Architect prior to delivery. Topsoil must be weed free upon delivery, or treated as specified for weed eradication. If topsoil is to be stored on-site for later installation, it shall not be stored for more than one week.
- **800-1.1.3 Class "B" Topsoil.** To the "GREENBOOK", DELETE in its entirety.

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

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

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

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

- 1. Soil Amendment: a blend of organic fractions with several degrees of breakdown rate, a longlasting form of iron, trace elements, pH of 5.5 to 7.5, maximum salinity of 2.50 ECe, organic matter (dry weight basis) more than 90%, non-ionic wetting agent and total nitrogen content of 0.4 0.8%, such as "Numex Lif" by John Deere Landscapers, (619) 562-8777, or "A-1 Nutri- Gro" by A-1 Soils, (858) 715-5600, (or approved equal).
- 2. Gypsum: a commercially processed and packaged gypsum (CaSo4, H2O) Calcium Sulfate Product 94.3%. Ninety percent shall pass a 50 mesh screen
- 3. Iron Sulfate: a non-staining iron with micronutrients, pelletized, slow release, environmentally safe; 40% Iron, 1% Manganese, 1% Zinc, 1% Magnesium, 6% Sulfur; 2% Humic Acids. Such as "Premium Green Iron 40% Fe" as manufactured by Gro-Power®, Inc. (800) 473-1307 or approved equal.
- 4. Sulfur: a commercially processed and packaged product in elemental form (S) Sulfur 90.0%, capable of oxidizing over time and providing nutrient sulfur. Pelletized. Such as "Tiger 90 CR". As supplied by Butler's Mill (800) 233-6933.
- 5. Mycorrhizal Inoculum / Soil Conditioner: Inculum shall be both Endo and Ecto (granular), with consititing of propagules (spores, fragments of fungal mycelium, and pieces of mycorrhizal roots capable of colonizing host plant roots) of the vesicular arbuscular mycorrhizal species Glomus intraradices, Glomus aggregatum, Glomus mosseae, combined with other species and/or additional genera including, Sclerocyctis, Gigaspora, Scutellospora, Entrophospora, and Acaulospora. Ectomycorrhiza include Pisolithus and 4 species of Rhizopogon. Soil Conditioner portion shall consist of organic materials consisting of higher plant form life, composted beyond the fiberous stage, to humus. Also shall have humic acids and beneficial soil bacteria strains. It shall NOT contain poultry, animal or human waste (i.e., sewage sludge), pathogenic viruses, fly larvae, insecticides, herbicides, fungicide or poisonous chemicals that would inhibit plant growth. Shall be "GroLife" (800) 473-1307 – no known equal.

Ingredients:	Percentage (minimum):
Mycorrhizal Inoculum	6,500/5,500 progagules per lb.
Humus	65%
Humic Acids	25%

# **800-1.2.5 Mulch.** To the "WHITEBOOK", Item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Mulch materials shall be free of seed, debris, and deleterious materials as certified by the Supplier and shall be as follows:
  - a) **Mulch** (Organic Mulch): "Forest Mulch" or "Forest Fines"; organic forest products with leaf litter, light in color, free of trash and other deleterious materials and animal waste, with pathogens and weeds removed by temperature treatment.
    - i. Size Range:
      - a. "Forest Mulch": 1-5"
      - b. "Forest Fines": ½ -2"
    - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or equal.

#### ADD:

#### 800-1.2.7 Herbicides and Pesticides.

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

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

- 8. Plants shall have grown in their containers for at least six months, but not over two years.
- 9. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Project Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by the Project Landscape Architect prior to planting. All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant

diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither rootnor pot-bound and are free of kinked or girdling roots. Immediately upon award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all palm trees shall be submitted to Project Landscape Architect for approval for a minimum of 15 days prior to delivery of the plants to the site. The Project Landscape Architect reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

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

in writing, at least thirty (10) days before the planting operation has commenced.

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

#### ADD:

#### 800-1.6 Filter Fabric.

- 1. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 4.5 oz./sq. yd. minimum, with a tensile strength of 120 lbs, water flow rate of 135 g/mi/s.f. and UV Resistance of 70% composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally-encountered chemicals, alkalis, and acids.
- 2. Product: "Mirafi 140 N" by Tencate, or approved equal.

#### 800-1.7 Aeration Tubes.

- 1. Tubes:
  - a) 4" dia., schedule 40 PVC perforated pipe cut to lengths as shown on the Drawings.
  - b) Acceptable Manufacturer: Pacific Plastics, Inc. (714) 990-9050, or equal.
- Grates:
  - a) 4" dia., round, black, flat plastic slotted drain grates
  - b) Acceptable Manufacturer: National Diversified Sales (NDS), or equal.

- 3. Filter fabric "Sock":
  - a) Spunbond, Typar 3341, Geoscape Landscape Fabric 2.5 oz., Commercial Grade
  - b) Acceptable Manufacturer: ADS (800) 821-6710, or equal.

#### **SECTION 801 - INSTALLATION**

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

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

f) Plant layout and installation 48 hours

g) Substantial Completion Punch List 7 days

h) Punch List Completion 7 days

(Authorize start of Maintenance Period)

- i) Maintenance Completion 7 days
- j) Hardscape from layout to verify location of irrigation sleeves.
- k) Water pressure test of mainlines prior to backfilling trenches.
- l) Water pressure test of laterals prior to backfilling trenches.
- m) Irrigation coverage check.
- n) Final walk-through at the completion of the ninety (90) day maintenance period.

#### ADD:

# **801-1.1** Weeding.

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

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

#### 8. Soil Tests:

- a) After asphalt and structure demolition and removal are completed and once rough
- b) At the conclusion of rough grading, collect 4 soil samples from areas identified by the Resident Engineer, and submit the samples to an agricultural soils laboratory for testing. Submit copy of specified amendments with soil samples for testing lab reference. Submit the test results to the Resident Engineer for review. No amendments shall be applied prior to receipt of test results. The Resident Engineer shall recommend changes to the amendments and/or procedure listed herein, after review of the test results. Costs for testing shall be included in the base bid.

- c) The cost of the soil analysis and testing shall be included in the bid documents and the Contractor shall not be due additional compensation.
- d) Conduct soil tests prior to commencing work on this section.

#### 9. Percolation Tests:

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

# **801-2.2.2 Fertilizing and Conditioning Procedures.** To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. If leeching is required per the recommendations of the soil test recommendations, amendments shall be blended into the soil prior to leeching. Leeching shall be performed until analysis results are in compliance with agriculture suitability standards. Soil amendment materials shall be uniformly spread at the prescribed rate as recommended in the soil test recommendations.

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

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

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

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

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

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

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

11. All plant material and their locations shall be approved by the Resident Engineer before cutting into containers and excavating soil for planting.

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

- 4. The layout of locations for plants and outlines of ground cover areas to be planted shall be approved on the site by the Resident Engineer. All container plants shall be sited by the Contractor in their final locations, as approved by the Resident Engineer, prior to their planting. All such locations shall be checked for interference with existing underground piping, prior to excavation of holes. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for the planting may be selected by the Resident Engineer. Damage to existing utilities shall be the responsibility of the Contractor.
- 5. Tree Layout: Flag or stake the tree locations as shown on the Drawings, and review with the Resident Engineer, the locations which conflict with new or existing utilities, foundations, paving, drainage flow lines and structures. Do not install trees in areas of conflict without review and approval from the Resident Engineer.
- 6. Shrub and Vine Layout: Place container plants at the locations shown on the Drawings. Proceed with the installation after review and approval by the Resident Engineer.
- **Tree and Shrub Planting.** To the "WHITEBOOK", Item 1, DELETE in its entirety and SUBSTITUTE with the following:
  - 1. Planting holes shall be the depth of and twice the width of the plant container or ball and shall be larger, if necessary, to permit handling and planting without injury or breakage of the root ball or root system. Any plant with a broken or cracked root ball before or during planting shall not be planted.

Plant Pits: Excavate planting pits to the minimum size and depth indicated on the Drawings. The pits shall have vertical sides and level or sloping bottoms with roughened surfaces. Pits may be larger to avoid damage or injury during installation, or due to other constraints. Notify the Resident Engineer of conditions where hardpan, adobe clay, or inadequate subgrade compaction are encountered. Planting operations at the locations identified shall be suspended pending corrective action provided by the Resident Engineer.

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

- 4. Backfill and Compaction:
  - a) Place backfill in maximum 6 inch layers. Puddle and tamp to 85% relative dry density prior to placement of each succeeding layer. Place plant tablets as indicated on the Drawings and in the quantities noted

below, do not place plant tablets in direct contact with the rootball. At completion of the planting operation, thoroughly water-in each plant to the full depth of the plant pit.

b) Backfill mixture for all plants except palms shall be thoroughly blended, consisting of the following:

Amendment	Amount	
Soil Conditioner*	1 part	
Existing Soil	3 parts	
Iron Sulfate	2 lb/cy of mix	
Soil Sulfur	1 lb/cy of mix	
Gypsum	25 lb/cy of mix	
Pre-plant Fertilizer (5-3-1)*	18 lb/cy of mix	
Mycorrhizal Inoculum / Soil Conditioner**	10 lb/cy of mix	
* Incorporate these items only in the top 18" layer.		
** Incorporate these items only in the top 6" layer.		

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

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

#### ADD:

#### **801-4.6.4** Root Barriers.

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

# SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

#### **802-2.1 Project Biologist.** To the "WHITEBOOK", ADD the following:

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract as specified in Whitebook section 802-2.4. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

#### **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**.

#### SECTION 1002 - PERMANENT BEST MANAGEMENT PRACTICES (BMPs)

To the "WHITEBOOK", ADD the following:

# 1002-9 MODULAR SUBSURFACE FLOW WETLAND SYSTEM AND URBAN POND STORMWATER DETENTION.

#### 1002-9.1 General.

Contractor shall be responsible for compliance with all manufacturers specifications for the provided MSFWS and Urban Pond systems or approved equal. Contractor shall provide all components, materials and labor required for installation of the system as indicated on the plans.

- **1002-9.1.1 Description.** Modular Subsurface Flow Wetland Systems (MSFWS) are used for filtration of stormwater runoff including dry weather flows. The MSFWS is a preengineered biofiltration system composed of a pretreatment chamber containing filtration cartridges, a horizontal flow biofiltration chamber with a peripheral void area and a centralized and vertically extending underdrain, the biofiltration chamber containing a sorptive media mix which does not contain any organic material and a layer of plant establishment media, and a discharge chamber containing an orifice control structure. Treated water flows horizontally in series through the pretreatment chamber cartridges, biofiltration chamber and orifice control structure. Urban Pond Stormwater Detention includes precast concrete, modular, buried, stormwater storage units utilized for detention or infiltration of stormwater runoff.
- **Manufacturer.** The manufacturer of the MSFWS and Urban Pond shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff and have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the MSFWS(s) and Urban Pond shall be a device Manufactured by:

Contech Engineered Solutions LLC 9025 Centre Pointe Drive West Chester, OH, 45069 Tel: 1 800 338 1122

www.conteches.com

or approved equal

**1002-9.1.3 Submittals.** Shop drawings are to be submitted with each order to the contractor and consulting engineer.

Shop drawings are to detail the MSFWS and Urban Pond and all components required and the sequence for installation, including:

- a) System configuration with primary dimensions
- b) Interior components
- c) Any accessory equipment called out on shop drawings

Inspection and maintenance documentation submitted upon request.

# SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

# **APPENDIX A**

# **NOTICE OF EXEMPTION**

#### NOTICE OF EXEMPTION

TO:	X	Recorder/County Clerk	FROM:	City of San Diego
		P.O. Box 1750, MS A-33		Engineering & Capital Projects Department
		1600 Pacific Hwy, Room 260		525 B Street, Suite 750, MS 908A
		San Diego, CA 92101-2400		San Diego, CA 92101
		Office of Planning and Research		
		1400 Tenth Street, Room 121		
		Sacramento, CA 95814		
		Sacramento, CA 93014		

**Project Name:** Coral Gate Neighborhood Park Playground Improvement

Project No. / WBS No.: B-20057.02.06

**Project Location-Specific:** The park is located at 3279 Anella Road, San Ysidro, CA 92173 within the San Ysidro Community Planning Area (Council District 8), and is bound by Sipes Lane to the north, Anella Road to the west, and existing single-family residences to the south and east.

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

**Description of nature and purpose of the Project:** The existing neighborhood park currently consists of a playground structure, concrete flatwork, and landscaped areas. The project proposes several upgrades to the park, which include the following:

- Demolish/remove existing play equipment and surfacing within the play area
- Install new upgraded playground equipment and surfacing, stormwater biofiltration system for Best Management Practices (BMP), accessible parking stall, accessible directional signs along accessible routes
- Replace and repair damaged/non accessible paving at the entry plaza, sidewalk, curb ramp, and park walkway
- Relocate/replace and add site furniture picnic table, grill, bike rack, drinking fountain
- Replace planting along the south and west edges of park, including planting of new trees
- Existing trees adjacent to the play area will be removed
- Add light poles and conduit and replace security light fixtures
- Existing water pipeline and electrical conduit and equipment will be upsized and/or rerouted to serve the park upgrades

The project will require grading across the site to a maximum cut depth of approximately 1.1 feet, with a maximum depth of excavation of approximately 8 feet for specific improvements, such as the stormwater biofiltration system.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego

Engineering and Capital Projects Department

Contact: Mayra Medel, Senior Planner

Email/Phone No.: MMedel@sandiego.gov / (619) 533-4603 525 B Street, Suite 750 (MS 908A), San Diego, CA 92101

**Exempt Status:** 

( ) Ministerial (Sec. 21080(b)(1); 15268);

( ) Declared Emergency (Sec. 21080(b)(3); 15269(a));

Reconstruction], 15303 (d) [New Construction o [Minor Alterations to Land]	(d), and (h) [Existing Facilities], 15302 (c) [Replacement or r Conversion of Small Structures], and 15304 (a) and (b)
( ) Statutory Exemptions:	
that the project meets the categorical exemption criteri (c), (d), and (h) [Existing Facilities], which allows for the clicensing, or minor alteration of existing public or private topographical features, involving negligible or no expansecurity light fixtures; replacement and repair of damage curb ramp, and park walkway; and installation of access routes; 15302 (c) [Replacement or Reconstruction], which existing structures and facilities where the new structure replaced and will have substantially the same purpose a modification existing utilities for the park upgrades; 153 Structures], which allows for the construction and locat structures, such as the addition of light poles and conditions.	te structures, facilities, mechanical equipment, or asion of existing or former use, such as replacement of ged/non accessible paving at the entry plaza, sidewalk, sible parking stall and directional signs along accessible ch allows for the replacement or reconstruction of re will be located on the same site as the structure and capacity as the structure replaced, such as the 303 (d) [New Construction or Conversion of Small ion of limited numbers of new, small facilities or uit, installation of new upgraded playground equipment, tion of site furniture; 15304 (a) and (b) [Minor Alterations at the condition of land, water, and/or vegetation trees, such site grading for demolition/removal of the anting along the south and west edges of park, and
Lead Agency Contact Person: Mayra Medel	Telephone: (619) 533-4603
If filed by applicant:  1. Attach certified document of exemption finding.  2. Has a notice of exemption been filed by the public lt is hereby certified that the City of San Diego has determined the Cit	
Carrie Purcell	3/10/23
Carrie Purcell, Deputy Director	Date
Check One: (X) Signed By Lead Agency ( ) Signed by Applicant	Date Received for Filing with County Clerk or OPR:

( ) Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))

# **APPENDIX B**

# FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT		EFFECTIVE DATE
	<b>PAGE</b> 1 <b>OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	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. <u>AUTHORITY</u>

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

## Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

# 3. **DEFINITIONS**

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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
SUBJECT	D. CT 207.10	EFFECTIVE DATE
	<b>PAGE 2OF</b> 10	
FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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

# 4. **POLICY**

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

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

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

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

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

# 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

# Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
  - 1. Temporary irrigation purposes not to exceed one year.

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

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

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

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

## 4.7 Relocation of Existing Fire Hydrant Meters

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

## 4.8 **Disconnection of Fire Hydrant Meter**

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

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

for removal of the meter.

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

## 5. **EXCEPTIONS**

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**

- Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
  - a) **Vehicle Mounted Meters**: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
  - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
  - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
PAGE 9OF 10	October 15, 2002
SUPERSEDES DI 55 27	DATED April 21, 2000
	DI 55.27 PAGE 9OF 10

## 7. FEE AND DEPOSIT SCHEDULES

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

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

## 8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

## Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

### **APPENDIX**

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) **Hydrant Meter**

(For Office Use Only)

NS REQ	FAC#	
DATE	ВУ	

METER SHOP (619) 527-7449

Meter Informatio	Application Date	te Requ	uested Install I	Date:		
Fire Hydrant Location: (Attach D	Petailed Map//Thomas Bros.	Map Location or 0	Construction drawing.) Zip:	<u>T.B.</u>		G.B. (CITY USE)
Specific Use of Water:						
Any Return to Sewer or Storm D	Orain, If so , explain:	Annual Control of Professional Alpha (Sept. Sept. Sept				
Estimated Duration of Meter Us	e:			Chec	k Box if Reclai	med Water
Company Information						BARRIOTA PROPERTY AND STREET OF THE PARTY OF
Company Name:						
Mailing Address:						
City:	Stat	e:	Zip:	Phone: (	)	
*Business license#	,	*0	Contractor licens			
A Copy of the Contractor	r's license OR Busines	s License is re	quired at the tim	e of meter issu	iance.	3:1
Name and Title of Bil (PERSON IN ACCOUNTS PAYABLE)	ling Agent:			Phone: (	)	
Site Contact Name and Title: Phone: ( )						
Responsible Party Na	ime:			Title:		
Cal ID#				Phone: (	)	
Signature:			Date:			·s. ·
Guarantees Payment of all Charges I	Resulting from the use of this M	eter. <u>Insures that em</u>	ployees of this Organizat	ion understand the pr	oper use of Fire	Hydrant Meter
		\$ <sub>1</sub>	3 .			
Fire Hydrant Mete	r Removal Requ	uest	Requested	l Removal Date:		
Provide Current Meter Location	f Different from Above:		-		***************************************	
Signature: Title: Date:						
Phone: ( )		Pag	er: ( )			
City Meter	Private Meter					
Contract Acct #:	· .	Deposit Amo	unt: \$ 936.00	7 Fees Amount	\$ 62.0	0
Motor Sorial #	9	Meter Size:	05	Meter Make	and Style:	6-7

Backflow Size:

Signature:

6-7

Meter Make and Style:

Date:

Backflow

Make and Style:

Meter Serial #

Backflow #

Name:

## 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 #
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)
<del>-</del>
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

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123 **Contractor's Name:** Project Name: Contractor's Address: Work Order No or Job Order No. City Purchase Order No. Contractor's Phone #: **Invoice No.** Resident Engineer (RE): Contractor's fax #: **Invoice Date:** RE Phone#: Contact Name: Billing Period: ( To ) Fax#: Item Description **Contract Authorization** Previous Totals To Date This Estimate Totals to Date Amount Item # Trigger Asset Remaining Price Extension %/QTY Amount % / QTY Amount Amount Unit Qty % / QTY 1.00 \$ -\$0.00 \$0.00 0.00 \$0.00 \$0.00 2 1.00 \$ -\$0.00 \$0.00 0.00% 3 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 \_ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 4 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 \_ \$0.00 1.00 \$ -\$0.00 \$0.00 0.00% 6 7 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 -\$0.00 8 1.00 \$ -\$0.00 \$0.00 0.00% 5 1.00 \$ -\$0.00 \$0.00 0.00% \$0.00 \_ \$0.00 6 \$ -\$0.00 0.00% 7 \$0.00 0.00% \$0.00 \_ \$0.00 8 \$0.00 0.00% 9 \$0.00 \$0.00 0.00% \$0.00 \_ \$0.00 10 \$0.00 \$0.00 0.00% \$0.00 11 \$0.00 0.00% \$0.00 \_ \$0.00 \$0.00 12 \$0.00 0.00% 13 \$0.00 \$0.00 0.00% \$0.00 -14 \$0.00 \$0.00 0.00% \$0.00 15 \$ -\$0.00 \$0.00 0.00% \$0.00 -\$0.00 \$0.00 0.00% \$0.00 16 \$0.00 0.00% 17 \$ -\$0.00 \$0.00 \_ \$ -\$0.00 \$0.00 0.00% \$0.00 **CHANGE ORDER No.** \$ -\$0.00 \$0.00 0.00% \$0.00 \_ \$ -\$0.00 \$0.00 0.00% \$0.00 \$ -\$0.00 \$0.00 \$0.00 Total Auhtorized Amount (Original) Total Authorized Amount (including approved Change Order) \$ -\$0.00 \$0.00 **Total Billed** \$0.00 **Total Amount Remaining SUMMARY** \$ \$0.00 I certify that the materials have been received by me, or services A. Original Contract Amount Retention and/or Escrow Payment Schedule have been rendered, in the quality and quantity specified per the \$0.00 B. Approved Change Order #00 Thru #00 Total Retention Required as of this billing (Item E) \$0.00 approved contracted amounts, and is approved for payment \$0.00 Total Authorized Amount (A+B) \$0.00 Previous Retention Withheld in PO or in Escrow \$0.00 \$0.00 Total Billed to Date Add'l Amt to Withhold in PO/Transfer in Escrow: \$0.00 **Resident Engineer** Date \$0.00 Less Total Retention (5% of D) Amt to Release to Contractor from PO/Escrow: \$0.00 Less Total Previous Payments **G. Payment Due Less Retention** \$0.00 **Construction Engineer** Date 1/10/2024 Rev \$0.00 Contractor Signature and Date: H. Remaining Authorized Amount

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												

## **APPENDIX E**

## **LOCATION MAP**



## **Coral Gate NP Playground Improvements**

PROJECT OFFICER II DARREN GENOVA PROJECT MANAGER LING CHAN PROJECT ENGINEER NATHAN AUDO

FOR QUESTIONS ABOUT THIS PROJECT

Call: (619) 533-4207

Email: engineering@sandiego.gov



Legend

Coral Gate NP Playground Improvements

W S

COMMUNITY NAME: San Ysidro

**COUNCIL DISTRICT: 8** 

anGIS

WBS NO: B-22057

## **APPENDIX F**

## **SAMPLE OF PUBLIC NOTICE**

## FOR SAMPLE REFERENCE ONLY





# 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:

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- Cars parked in violation of signs will be TOWED.

**Hours and Days of Operation:** 

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

**City of San Diego Contractor:** 

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SDD Public Works
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP



## **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

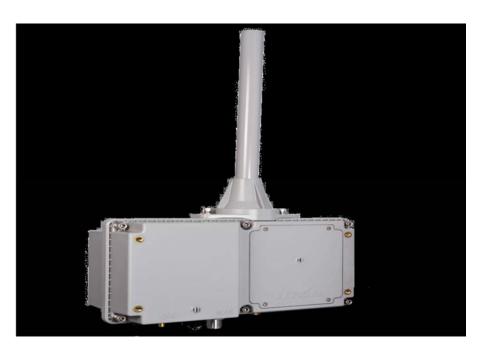


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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



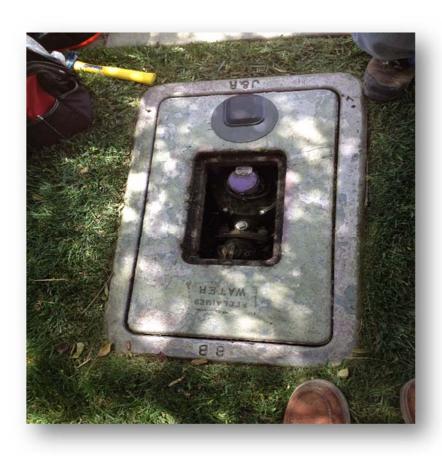
Photo 6 below is an example of disturbance that shall be avoided:

## 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.

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

## Photo 8



**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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

## **ATTACHMENT F**

# IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

#### ATTACHMENT F

# IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE (CARB)

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that

do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) - (3).

## A. "Emergency Operations" is defined as:

- 1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
- 2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
- 3. Operations including\_repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
  - 1. A description of the emergency;
  - 2. The address or a description of the specific location of the emergency;
  - 3. The dates on which the emergency operations were performed; and
  - 4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1**, **2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <a href="https://calepacomplaints.secure.force.com/complaints/Complaint">https://calepacomplaints.secure.force.com/complaints/Complaint</a>, or email dieselcomplaints@arb.ca.gov,

for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:
  - (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

(B) "In-Use Off-Road Regulation Requirements

<u>Idling Limit</u>: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

<u>Labeling</u>: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

## **ATTACHMENT G**

## **CONTRACT AGREEMENT**

#### **ATTACHMENT G**

#### **CONTRACT AGREEMENT**

## **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>De La Fuente Construction</u>, Inc., herein called "Contractor" for construction of **Coral Gate Neighborhood Park Playground Improvement**; Bid No. **K-24-2269-DBB-3**; in the total amount of <u>Three Million One Hundred Seventy Five Thousand Five Hundred Twenty Eight Dollars and Zero Cents (\$3,175,528.00)</u>, which is comprised of the Base Bid.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **Coral Gate Neighborhood Park Playground Improvement**, on file in the office of the Purchasing & Contracting Department as Document No. **B-20057** 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 Coral Gate Neighborhood Park Playground Improvement, Bid Number K-24-2269-DBB-3, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

## CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO	APPROVED AS TO FORM
By Stoken Tamara	Mara W. Elliott, City Attorney  By July Such b
Print Name: <u>Stephen Samara</u> Principal Contract Specialist Purchasing & Contracting Departmen	Print Name: Dana Fairchild Deputy City Attorney
Date: 6/3/2024	Date: 6/10/2024
By  Print Name: Jorge Plaz De La Fuente	
Title:_President	
Date:04/19/2024	
City of San Diego License No.:	
State Contractor's License No.:919666	
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) F	REGISTRATION NUMBER:

## **CERTIFICATIONS AND FORMS**

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

#### **BIDDER'S GENERAL INFORMATION**

## To the City of San Diego:

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

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

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

State of California

County of San Diego

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

#### **CONTRACTOR CERTIFICATION**

#### **DRUG-FREE WORKPLACE**

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

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

## 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 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.

## **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.

## **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.

## IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, In-Use Off-Road Diesel Fueled Fleet Regulation (Off-Road Regulation) Compliance (CARB), and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.

### 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 execu	ited a contract with the Cit	y of San Diego, a mur	icipal corporation	, for:
	Court Core Notable al			
	Coral Gate Neighborh	ood Park Playground (Project Title)	<u>I Improvement</u>	
		(Troject Hite)		
as particularly describe	ed in said contract and ider	ntified as Bid No. <b>K-24</b>	- <b>2269-DBB-3,</b> SAP	No. (WBS) <b>B-20057</b> ; and
WHEREAS, the specific	ation of said contract requ	ires the Contractor to	o affirm that "all b	rush, trash, debris, and
	lting from this project ha	•	in a legal manne	r"; and <b>WHEREAS</b> , said
contract has been com	pleted and all surplus mat	erials disposed of:		
NOW THEREFORE in	consideration of the final <sub> </sub>	navment by the City o	of San Diego to sa	id Contractor under the
	the undersigned Contracto			
	n disposed of at the follow			
	·	-		
and that they have bee	n disposed of according to	all applicable laws ar	nd regulations.	
Dated this	DAY OF			
			·	
By:Contra	<u> </u>			
Contra	ctor			
ATTEST:				
State of	County of			
	DAY OF, 2			Public in and for said
-	commissioned and sworn			foregoing Pelesse and
	bed thereto, and acknowle			
		<u> </u>		
Notary Public in and fo	r said County and State			

#### LIST OF SUBCONTRACTORS

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

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

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

1	As appropriate, Bidder shall identify Subcontractor as one of	the following and sh	all include a valid proof of certification (except for OBE, SLBE and	d 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 certif	ied 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

CA

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

U.S. Small Business Administration

SBA

State of California

#### 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®	WHERE CERTIFIED®
Name:						
Address:						
City:						
State: Zip:						
Phone:						
Email:						
Name:						
Address:						
City:						
State:						
Zip:Phone:						
Email:						
As appropriate, Bidder shall identify Vendo	r/Supplier as one of the fell	owing and shall include	a a valid proof	of cortification (overant	for OPE CLPE and ELPEN	<u> </u>
D As appropriate, Bidder shall identify Vendor Certified Minority Business Enterprise				siness Enterprise	. IUI ODE, SLDE dIIU ELBE).	WBE
Certified Disadvantaged Business Enterp				eteran Business Enter	orise	DVBE
Other Business Enterprise				acal Ducinace Enterny		FLDE

U	As appropriate, Bidder Shaii identify vendor/Supplier as one of t	ne following and sha	an 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 certific	ed 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
<b>v</b>	City of San Diego California Public Utilities Commission State of California's Department of General Services	CITY CPUC CADoGS	City of Los Angeles	[AL

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

## **ELECTRONICALLY SUBMITTED FORMS**

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

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

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

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

## **BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,	
That De La Fuente Construction, Inc.	as Principal
	as Surety, are held
and firmly bound unto The City of San Diego	
of <b>10% OF THE TOTAL BID AMOUNT</b> for the payment	t of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, s	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 Docu	
Coral Gate Neighborhood Park Playground Improvement	
the manner required in the "Notice Inviting Bids" ent agreement bound with said Contract Documents, furnis furnishes the required Performance Bond and Paymer void, otherwise it shall remain in full force and effect. said OWNER and OWNER prevails, said Surety shall pay including a reasonable attorney's fee to be fixed by the	shes the required certificates of insurance, and not Bond, then this obligation shall be null and In the event suit is brought upon this bond by all costs incurred by said OWNER in such suit
SIGNED AND SEALED, this18th	_ day of, 20_24
De La Fuente Construction, Inc. (SEAL)	Markel Insurance Company (SEAL)
(Principal)	(Surety)
Ву:	Rv: //
(Signature)	(Signature)
Jorge Diaz, President	Alexander Karaniwan, Attorney-in-Fact
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURET	

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

William Ray Bodenstadt, Travis Jon Pearson, Kyle King, Hannah McGarvey, Alexander Karaniwan

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Thirty Million and 00/100 Dollars (\$30,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January , 2023 .

SureTec Insurance Company

Michael C. Keimig, President

State of Texas
County of Harris:

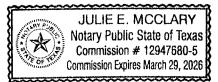
SEAL SEAL

Lindey Jernings, Vice President

Markél/Insurance @

On this 27th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Julie E. McClary, Notary Public
Ny commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the <u>18th</u> day of\_

<u>March</u>

<u> 2024 </u>

SureTechsurance Company

M. Brent Beaty, Assistant Secretary

Markel Insurance Company

Andrew Marquis, Assistant Serretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 610476 For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

## 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 MAR 1 8 2024 before me, Grant Jacka Insert Name of Notary exactly as it appears on the official seal , Notary Public, personally appeared \_\_\_\_\_ Alexander Karaniwan 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 GRANT JACKA COMM. #2365723 within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), NOTARY PUBLIC • CALIFORNIA SAN DIEGO COUNTY and that by his/her/their signature(s) on the instrument the SAN DIEGO COUNTY Commission Expires JULY 15, 2025 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. Signature Signature of Notary Public Place Notary Seal Above — OPTIONAL Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: Signer's Name: \_\_\_\_\_ ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): \_\_\_ ☐ Corporate Officer — Title(s): ☐ Limited ☐ General ☐ Limited ☐ General ☐ Partner ☐ Partner ☐ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee OF SIGNER ☐ Trustee OF SIGNER ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing:

#### CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

## CHECK ONE BOX ONLY. X The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. П The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows: **DATE OF** LITIGATION RESOLUTION/REMEDIAL LOCATION **DESCRIPTION OF CLAIM S**TATUS CLAIM **ACTION TAKEN** (Y/N) De La Fuente Construction Inc. Contractor Name:\_ Jorge Diaz De La Fuente President Certified By Title Name 03/20/2024 Date

**USE ADDITIONAL FORMS AS NECESSARY** 

Signature

## **Mandatory Disclosure of Business Interests Form**

#### **BIDDER/PROPOSER INFORMATION**

Legal Name			DBA
De La Fuente Construction Inc.			LINE TO SEASON DESCRIPTION OF THE STATE OF A SEASON OF THE
Street Address	City	State	Zip
3025 Beyer Blvd Suite E-101,	San Diego,	CA	92154
Contact Person, Title		Phone	Fax
Jorge Diaz De La Fuente		619-512-5505	619-878-2980

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.

Title/Position			
President			
Employer (if different than Bidder/Proposer)			
The same of the sa			

Name	Title/Position			
Carolina Bernal / Hector Ojeda	Estimating/Bid Coordinator			
City and State of Residence	Employer (if different than Bidder/Proposer)			
San Diego, CA / San Diego, CA				
Interest in the transaction				

## \* Use Additional Pages if Necessary \*

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

Jorge Diaz De La Fuente, President		Callender	03/20/2024	
Print Name, Title	Signature	1.	Date	

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

#### 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 propos	al as Principals are as follows:
NAME	TITLE
Jorge Diaz De La Fuente	President
IMPORTANT NOTICE: If Didden an atherists and	
	is a corporation, state secretary, treasurer, and manager thereoi individual co-partners composing firm; if Bidder or other interested
The Bidder, under penalty of perjury, certifies that, except a capacity of owner, partner, director, officer, manager:	as noted below, he/she or any person associated therewith in the

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal,
  - 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

State or local agency;

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.

				·
	nsidered in determining bidder reency, and dates of action.	sponsibility. For an	y exception no	ted above, indicate below to whom it
Contractor Name:	De La Fuente Construction Inc.			
Certified By	Jorge Diaz De La Fuente		Title	President
	Name			
		1	Date _	03/20/2024
	Signature			
NOTE:	Providing false information may	result in criminal pr	osecution or a	dministrative sanctions.

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.

				r, supplier, and/or	
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITL	.E
	Makelele Systems Landscape & M	laintenance, Inc.		Jose Cardenas	, President
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITL	.E
		<u>`</u>	<del>J/A</del>		
			N/A		
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITL	.E
		N	√A		
			1/21		
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER
	NAME			TITL	E
	NAME			TITL	E
	NAME		J/A	TITL	E
	NAME	N	J/A	TITL	E
	NAME	N	J/A	TITL	E
Contra	NAME  Actor Name: Makelele System				E
Contra	actor Name: <u>Makelele Syste</u>		Maintenance, I		
	actor Name: <u>Makelele Syste</u>	ms Landscape & N	Maintenance, I	nc.	
	actor Name: <u>Makelele Syste</u>	ms Landscape & N	Maintenance, I	nc. Title <u>Presi</u>	dent
Certifi	actor Name: <u>Makelele Syste</u>	ms Landscape & N	Maintenance, I	nc. Title <u>Presi</u>	

Makelele Systems 760.208.8749 \* C

SOS Entity No. C3675404 \* DIR No. 1000028415

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

City of SD SLBE No. 14MS1248 \* SB (Micro - CA DGS) Cert No. 2012569

City of San Diego Business Tax Certificate No. B2015030954 Mailing Address: PO Box 2044, San Marcos, California 92079

makelele@makelelesystems.com

## 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: X SUBCONTRACTOR **SUPPLIER MANUFACTURER** NAME TITLE Joshua Middleton **Principal SUBCONTRACTOR SUPPLIER MANUFACTURER** NAME TITLE **SUBCONTRACTOR SUPPLIER MANUFACTURER** NAME TITLE **SUBCONTRACTOR SUPPLIER MANUFACTURER** NAME TITLE Contractor Name: Siege Electric, Inc. Joshua Middleton **Principal** Certified By Title Name 03-20-2024 Date Signature **\*USE ADDITIONAL FORMS AS NECESSARY\*\*** 

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 Willard Hall President Bonne Bayne Vice President SUBCONTRACTOR **SUPPLIER MANUFACTURER** NAME TITLE П SUBCONTRACTOR **SUPPLIER MANUFACTURER** NAME TITLE SUBCONTRACTOR **SUPPLIER MANUFACTURER** NAME TITLE Contractor Name: Golden Triangle Land Surveying, Inc. Certified By Willard Hall Title President Date March 20,2024 Signature

## 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: MANUFACTURER SUBCONTRACTOR SUPPLIER TITLE NAME PRESIDENT CRAFTERS FENCE, INC JARRETT L YOUNG MANUFACTURER SUBCONTRACTOR SUPPLIER NAME TITLE SUBCONTRACTOR SUPPLIER MANUFACTURER TITLE NAME SUBCONTRACTOR SUPPLIER MANUFACTURER NAME TITLE CRAFTERS FENCE, INC Contractor Name: JARRETT L YOUNG **PRESIDENT** Certified By 3/20/2024 Signature \*USE ADDITIONAL FORMS AS NECESSARY\*\*

# DEBARMENT AND SUSPENSION CERTIFICATION SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS \*TO BE COMPLETED BY BIDDER\*

## FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

Please indicate if principal owner is serving in the capacity of subcontractor, supplier, and/or manufacturer:						
SUBCONTRACTOR		SUPPLIER		MANUFACTURER		
nton Botter eve Tadlock						
SUBCONTRACTOR		SUPPLIER		MANUFACTURER		
NAME	MI A STEPL		TITL			
SUBCONTRACTOR		SUPPLIER		MANUFACTURER		
NAME			TITL	ESTABLISHED	(214.1	
SUBCONTRACTOR		SUPPLIER		MANUFACTURER		
NAME			TITL	Esta Waller (4)		
tor Name:Anton's Service	e, Inc.					
d By Steve Tadlo	ck		TitleR	ME		
X	Name	uh	Date	Mar 2024		
	SUBCONTRACTOR  NAME  SUBCONTRACTOR  NAME	SUBCONTRACTOR  NAME  SUBCONTRACTOR  NAME  SUBCONTRACTOR  NAME  SUBCONTRACTOR  NAME  Anton's Service, Inc.  Steve Tadlock  Name  Name	NAME  NAME  NOTION BOTTER  NAME  SUBCONTRACTOR  SUPPLIER  NAME  SUPPLIER  NAME  SUPPLIER  NAME  SUPPLIER  NAME  SUPPLIER  NAME	NAME  NAME  TITL  SUBCONTRACTOR  SUPPLIER  SUBCONTRACTOR  SUPPLIER  NAME  TITL  SUBCONTRACTOR  SUPPLIER  NAME  TITL  SUBCONTRACTOR  SUPPLIER  TITL  RI  Anton's Service, Inc.  Steve Tadlock  Name  Date  20	NAME President SUBCONTRACTOR SUPPLIER  MANUFACTURER  NAME  SUBCONTRACTOR SUPPLIER  MANUFACTURER  MANUFACTURER  MANUFACTURER  MANUFACTURER  NAME  TITLE  SUBCONTRACTOR SUPPLIER  MANUFACTURER  MANUFACTURER  MANUFACTURER  MANUFACTURER  TITLE  SUBCONTRACTOR SUPPLIER  MANUFACTURER  TITLE  SUBCONTRACTOR SUPPLIER  MANUFACTURER  MA	

## 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 <b>subcontrac</b>	tor, supplier, and/or	manufacturer:	
	SUBCONTRACTOR	<b>X</b> 5	SUPPLIER		MANUFACTURER	
	NAME			TITI	.E	
	Lisa M D'Ales	sio		Own	er	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	.E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	.E	
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER	
	NAME			TITI	.E	
Contra	ctor Name:	LD Supply, LLC				
Certifie	ed By	Lisa D'Alessio		Title <b>O</b> v	wner	
		Name MD 4	bow	Date	3/20/24	

Signature

# 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 in	Please indicate if principal owner is serving in the capacity of <b>subcontractor</b> , <b>supplier</b> , and/or <b>manufacturer</b> :							
X	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL	E			
Robe	rtson Industries, Inc	- Playcore	Wisconsin-	Corpowned - 1	Villiam Stafford Gi	u		
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL	E			
					ALIEN MARIE III.			
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL	E			
					**************************************			
	SUBCONTRACTOR		SUPPLIER		MANUFACTURER			
	NAME			TITL	E			
Contract	tor Name: Robertson	Industr	ies, Inc					
Certified	Du C	tafford		Title	GM			
	Willi	Name am Staj	ford	Date	3/20/2024			
		Signature						

**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

230 | Page

1.Type of Federal Action:			
☑ a. Contract	2. Status of Fed  3 a. bid/offer/app	eral Action:	3. Report Type:
a. Grant	b. initial award		図 a. initial finding b. material change
b. Cooperative agreement c. Loan	SCHOOL WAS AND	4	For Material Change Only
d. Loan d. Loan guarantee e. Loan insurance	c. post-award		year quarter
2000 ) POLICE DE CONTROL DE CONTR			date of last report
4. Name and Address of Reporting  ☑ Prime ☐ Subawardee	entity:	and Address of	ntity in No. 4 is a Subawardee, Enter Name Prime:
Tier	f known:	N/A	
De La Fuente Construction Inc.		IV/A	
3025 Beyer Blvd Suite E-101 San Diego, CA 92154			
Congressional District, if known:		Congressions	al District, if known:
			-
6. Federal Department/Agency:		7. Federal Progra	am Name/Description:
City of San Diego			
		CFDA Number, if a	applicable:
8. Federal Action Number, if known:		9. Award Amoun	t, if known:
		\$ TBD - Bid	
10. a. Name and Address of Lobbying B	intity		orming Services (including address if different
(if individual, last name, first name	, M)	from No. 10a)	
		(last name, first na	ame, MI):
(a	ttach Continuation Sh	leet(s) SF-LLL4, if ned	cessary)
11. Amount of Payment (check all that a	apply)	13. Type of Paym	nent (check all that apply)
\$n/a 🗆 actual 🗆	planned	☐ a. retainer	
		☐ b. one-time lee	
<b>12. Form of Payment</b> (check all that app	ly)	$\square$ c. commission	n/a
$\square$ a, cash $_{\mathrm{n/a}}$		☐ d. contingent fe	e
□ b. in-kind: specify: nature		☐ e. deferral	
Value		$\square$ f. other: specify	·
14. Brief Description of Services Perfor	med or to be Perfor	med and Date(s) of	Service, Including officer(s).
employee(s), or Member(s), contac			
	n/a		Λ
	ttach Continuation Sh		cessary)
15. Continuation Sheet(s) SF-LLLA atta	ched: □ Yes	X No	/#I\ ·
<b>16.</b> Information requested through this title 31 U.S.C. section 1352. This di		Signature:	
activities is a material representation reliance was placed by the tier above	of fact upon which	Print Name:	ge Diaz De La Fuente
was made or entered into. This d	isclosure is required		9-512-5505 Date: 03/20/2024
pursuant to 31 U.S.C. 1352. This inform to the Congress semi-annually and will	be available for public		
inspection. Any person who fails disclosure shall be subject to a civil pe	enalty of not less that		
\$10,000 and not more than \$100,000 to	or each such failure.		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

## **DISCLOSURE OF LOBBYING ACTIVITIES** Approved by

## **CONTINUATION SHEET**

OMB0348-0046

	Do La Essenta Construction Inc.	_	2	_	2		
ļ	Reporting Entity: De La Fuente Construction Inc.	_ Page .		_ot			
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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. <u>Conditions on use of funds</u>

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. <u>Certification and Disclosure</u>

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. <u>Certifications must be filed:</u>

- (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. <u>Disclosure Forms-LLL</u> 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 data sources, 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.

# City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491

## **ADDENDUM A**





## **FOR**

# CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT

BID NO.:	K-24-2269-DBB-3
SAP NO. (WBS/IO/CC):	B-20057
CLIENT DEPARTMENT:	1714
COUNCIL DISTRICT:	8
PROJECT TYPE:	GB
CDBG #:	1000003-2024

## **BID DUE DATE:**

2:00 PM MARCH 20, 2024

## CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

March 7, 2024 **ADDENDUM A** Page 1 of 42

## **ENGINEER OF WORK**

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

1) Licensed Landscape Architect

03/05/24

Date

Seal:

2) For City Engineer

03/05/2024

Date

Seal:



## A. CHANGES TO CONTRACT DOCUMENTS

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

## B. ATTACHMENTS

1. To Attachment D, FUNDING AGENCY PROVISIONS, **SECTION 9, WAGE RATES**, pages 50 through 78, **DELETE** in its entirety and **SUBSTITUTE** with pages 4 through 32 of this Addendum.

## C. PLANS

1. To Drawing numbers **0100207-1-D**, **0100207-3-D** through **0100207-8-D**, **0100207-10-D**, **0100207-29-D** and **0100207-32-D**, **DELETE** in their entirety and **REPLACE** with pages 33 through 42 of this Addendum.

Rania Amen, Director Engineering & Capital Projects Department

Dated: March 7, 2024

San Diego, California

RA/AJ/yk

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

"General Decision Number: CA20240001 02/23/2024

Superseded General Decision Number: CA20230001

State: California

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

County: San Diego County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|. Executive Order 14026 |If the contract is entered |into on or after January 30, | generally applies to the |2022, or the contract is | contract. |renewed or extended (e.g., an |. The contractor must pay | all covered workers at |option is exercised) on or |after January 30, 2022: least \$17.20 per hour (or | the applicable wage rate | listed on this wage | determination, if it is | higher) for all hours spent performing on the contract in 2024. |If the contract was awarded on|. Executive Order 13658 |or between January 1, 2015 and | generally applies to the |January 29, 2022, and the | contract. |. The contractor must pay all| |contract is not renewed or |extended on or after January | covered workers at least 130, 2022: \$12.90 per hour (or the | applicable wage rate listed| | on this wage determination, | | if it is higher) for all | hours spent performing on | that contract in 2024.

March 7, 2024 ADDENDUM A Page 4 of 42

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 <a href="http://www.dol.gov/whd/govcontracts">http://www.dol.gov/whd/govcontracts</a>.

Modification	Number	Publication	Date
0		01/05/2024	
1		01/12/2024	
2		02/09/2024	
3		02/03/2024	
3		02/23/2024	

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)		25.27
ASBE0005-004 07/04/2022		
	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)	\$ 23.52 	13.37
BOIL0092-003 01/01/2024		
	Rates	Fringes
BOILERMAKER	\$ 51.98	42.11
BRCA0004-008 11/01/2022		
	Rates	Fringes
BRICKLAYER; MARBLE SETTER	\$ 44.65	19.00
BRCA0018-004 06/01/2022		
	Rates	Fringes
MARBLE FINISHER	\$ 32.44	14.13 12.54 18.33
BRCA0018-010 09/01/2022		
	Rates	Fringes
TERRAZZO FINISHER TERRAZZO WORKER/SETTER		14.13 14.66x

CARP0213-003 07/01/2021		
1	Rates	Fringes
Orywall (1) Work on wood framed construction of single family residences, apartments or condominiums under four stories     Drywall Installer/Lather\$     Drywall Stocker/Scrapper\$	32.14	16.28 8.62
CARP0619-002 07/01/2021		
	Rates	Fringes
	ra ces	11111900
Drywall (2) All other work Drywall Installer/Lather\$ Drywall Stocker/Scrapper\$		16.28 8.62
CARP0619-003 07/01/2021		
1	Rates	Fringes
CARPENTER  (1) Bridge\$  (2) Commercial Building\$  (3) Heavy & Highway\$  (4) Residential Carpenter\$  (5) Residential  Insulation Installer\$  PILEDRIVERMAN\$	46.30 51.40 38.47 24.16	16.28 16.28 16.28 16.28 15.76 16.28
CARP0619-004 07/01/2021		
1	Rates	Fringes
Diver (1) Wet\$ (2) Standby\$ (3) Tender\$ (4) Assistant Tender\$	436.24	16.28 16.28 16.28 16.28
Amounts in ""Rates' column are per	day 	
CARP0721-001 07/01/2021		
]	Rates	Fringes
Modular Furniture Installer\$		7.15
CARP1607-004 07/01/2021		
1	Rates	Fringes
MILLWRIGHT\$	51.90	16.48

March 7, 2024 **ADDENDUM A** Page 7 of 42

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ELEC0569-001 06/05/2023

	Rates	Fringes
Electricians (Tunnel Work) Cable Splicer Electrician Electricians: (All Other Work, Including 4 Stories		17.84 17.81
Residential) Cable Splicer Electrician		17.64 17.62

ELEC0569-004 08/28/2023

Rates Fringes

ELECTRICIAN (Sound & Communications Sound

Technician).....\$ 40.78

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

-----

ELEC0569-005 08/28/2023

Rates Fringes

Sound & Communications

Sound Technician.......\$ 40.78 15.00

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission,

March 7, 2024 ADDENDUM A Page 8 of 42

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\$		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.

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ELEC0569-008 06/05/2023

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories)	.\$ 40.50	8.18
ELEC1245-001 06/01/2022		
	Rates	Fringes
LINE CONSTRUCTION  (1) Lineman; Cable splicer.  (2) Equipment specialist  (operates crawler  tractors, commercial motor  vehicles, backhoes,	.\$ 64.40	22.58

March 7, 2024 ADDENDUM A Page 9 of 42

	Rates	Fringes
trenchers, cranes (50 tons		
and below), overhead &		
underground distribution		
line equipment)	.\$ 50.00	21.30
(3) Groundman	.\$ 38.23	20.89
(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 01/01/2024

		Rates	Fringes
ELEVATOR	MECHANIC	\$ 66.63	37.885+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.

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#### ENGI0012-004 08/01/2023

Ι	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman\$	64.10	34.60
(2) Dredge dozer\$	58.13	34.60
(3) Deckmate\$	58.02	34.60
(4) Winch operator (stern		
winch on dredge)\$	57.47	34.60
<pre>(5) Fireman-Oiler,</pre>		
Deckhand, Bargeman,		
Leveehand\$	56.93	34.60
(6) Barge Mate\$	57.54	34.60

<sup>\*</sup> ENGI0012-024 07/01/2023

		Rates	Fringes
OPERATOR:	Power Equipment		
(All Other	Work)		
GROUP	1	\$ 53.90	32.80
GROUP	2	\$ 54.68	32.80
GROUP	3	\$ 54.97	32.80
GROUP	4	\$ 56.46	32.80
GROUP	6	\$ 56.68	32.80
GROUP	8	\$ 56.79	32.80

March 7, 2024 **ADDENDUM A** Page 10 of 42

	Ī	Rates	Fringes
GROUP	10\$		32.80
	12\$		32.80
	13\$		32.80
	14\$		32.80
GROUP	15\$		32.80
GROUP	16\$		32.80
	17\$	57.58	32.80
	18\$	57.68	32.80
	19\$	57.79	32.80
GROUP	20\$		32.80
GROUP	21\$		32.80
GROUP	22\$		32.80
	23\$		32.80
	24\$		32.80
	25\$		32.80
OPERATOR:	Power Equipment		
(Cranes, Page 1)	iledriving &		
Hoisting)	_		
GROUP	1\$	55.25	32.80
GROUP	2\$	56.03	32.80
GROUP	3\$	56.32	32.80
GROUP	4\$	56.46	32.80
GROUP	5\$	56.68	32.80
GROUP	6\$	56.79	32.80
GROUP	7\$	56.91	32.80
GROUP	8\$	57.08	32.80
GROUP	9\$	57.25	32.80
GROUP	10\$		32.80
GROUP	11\$		32.80
GROUP	12\$		32.80
GROUP	13\$	61.25	32.80
OPERATOR:	Power Equipment		
(Tunnel Wo			
GROUP	1\$		32.80
GROUP	2\$		32.80
GROUP	3\$		32.80
GROUP	4\$		32.80
GROUP	5\$		32.80
GROUP	6\$		32.80
GROUP	7\$	57.41	32.80

#### PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the followng 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.

March 7, 2024 **ADDENDUM A** Page 11 of 42

#### 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); Coil Tubing Rig 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); Direct Push Operator (Geoprobe or similar types) 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 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 types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) 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 bendng 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 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 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)

March 7, 2024 **ADDENDUM A** Page 15 of 42

- 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); Spyder Excavator Operator, with all attachments
- 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

March 7, 2024 ADDENDUM A Page 16 of 42

- 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.);
- 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); Tower crane operator and tower gantry
- 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

\$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 Tls, 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 whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

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#### IRON0229-001 01/01/2024

R	ates	Fringes
IRONWORKER Fence Erector\$	42.53	26.26
Ornamental, Reinforcing and Structural\$	47.45	34.90

#### 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

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#### LABO0089-001 07/01/2022

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1\$	37.68	22.44
Group 2\$		22.44
Group 3\$		22.44
Group 4\$		22.44
Group 5\$		22.44
LABORER (RESIDENTIAL		
CONSTRUCTION - See definition		
below)		
<ul><li>(1) Laborer\$</li><li>(2) Cleanup, Landscape,</li></ul>	35.58	20.77
Fencing (Chain Link & Wood).\$	34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominums - excluding (a) projects that exceed three stories over a

March 7, 2024 ADDENDUM A Page 20 of 42

garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

#### LABORER CLASSIFICATIONS

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

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

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

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

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

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LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON	TENDER)\$ 33.00	19.23

LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	]	Rates	Fringes
Laborers:			
Group	1\$	38.80	22.44
Group	2\$	39.27	22.44
Group	3\$	39.72	22.44
Group	4\$	40.62	22.44
Group	5\$	43.58	22.44

#### 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

March 7, 2024 ADDENDUM A Page 23 of 42

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.

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LABO0300-005 08/01/2022

		I	Rates	Fringes
Asbestos	Removal	Laborer\$	39.23	23.28

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.

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LABO0345-001 07/01/2022

I	Rates	Fringes
LABORER (GUNITE)		
GROUP 1\$ GROUP 2\$ GROUP 3\$	47.55	21.37 21.37 21.37

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

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#### LABO1184-001 07/01/2022

1	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer\$	40.69	18.25
(2) Vehicle Operator/Hauler.\$	40.86	18.25
(3) Horizontal Directional		
Drill Operator\$	42.71	18.25
(4) Electronic Tracking		
Locator\$	44.71	18.25
Laborers: (STRIPING/SLURRY		
SEAL)		
GROUP 1\$		21.32
GROUP 2\$		21.32
GROUP 3\$		21.32
GROUP 4\$	46.95	21.32

#### 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

March 7, 2024 **ADDENDUM A** Page 25 of 42

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

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#### LABO1414-003 08/03/2022

		Ι	Rates	Fringes
LABORER				
PLASTER	CLEAN-UP	LABORER\$	38.92	23.32
PLASTER	TENDER	\$	41.47	23.32

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.

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Rates

Fringes

#### PAIN0036-001 07/01/2023

Painters: (Including Lead	
Abatement)	
(1) Repaint (excludes San	
Diego County)\$ 29.59	17.12
(2) All Other Work\$ 38.52	18.64

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.

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PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER (1) Building & Heavy Construction\$ (2) Residential	39.54	21.50

March 7, 2024 ADDENDUM A Page 26 of 42

Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories)\$ 32.27 14.70  PAIN0036-012 10/01/2023  Rates Fringes  GLAZIER\$ 50.40 21.41  PAIN0036-019 01/01/2024  Rates Fringes  SOFT FLOOR LAYER\$ 38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
PAIN0036-012 10/01/2023  Rates Fringes  GLAZIER	
Rates Fringes  GLAZIER\$50.40 21.41  PAIN0036-019 01/01/2024  Rates Fringes  SOFT FLOOR LAYER\$38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
GLAZIER\$ 50.40 21.41  PAIN0036-019 01/01/2024  Rates Fringes  SOFT FLOOR LAYER\$ 38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
PAIN0036-019 01/01/2024  Rates Fringes  SOFT FLOOR LAYER\$ 38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
Rates Fringes  SOFT FLOOR LAYER\$ 38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
SOFT FLOOR LAYER\$ 38.77 18.62  PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
PLAS0200-005 08/03/2022  Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
Rates Fringes  PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
PLASTERER\$ 47.37 19.64  NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.	
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 09/01/2023	
Rates Fringes	
PLUMBER, PIPEFITTER, STEAMFITTER Camp Pendleton; Vandenberg Air Force Base\$ 61.68 26.51 Work ONLY on new additions	

March 7, 2024 **ADDENDUM A** Page 27 of 42

	Rates	Fringes
and remodeling of		
commercial buildings, bars, restaurants, and		
stores not to exceed 5,000		
<pre>sq. ft. of floor space Work ONLY on strip malls,</pre>	\$ 53.51	25.28
light commercial, tenant		
<pre>improvement and remodel work</pre>	\$ 12 19	23.86
All other work except work		23.00
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		
<pre>improvement and remodel work</pre>	\$ 55.18	26.26
DI (MOO) ( 011 00 /01 /2022		
PLUM0016-011 09/01/2023		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential	\$ 45.22	22.43
PLUM0345-001 09/01/2023		
PLUM0345-001 09/01/2023	Rates	Fringes
	Rates	Fringes
PLUMBER		-
	r.\$ 40.20	Fringes 25.90 23.28
PLUMBER  Landscape/Irrigation Fitte	r.\$ 40.20	25.90
PLUMBER  Landscape/Irrigation Fitte  Sewer & Storm Drain Work	r.\$ 40.20 \$ 44.29	25.90 23.28
PLUMBER  Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023	r.\$ 40.20 \$ 44.29 	25.90 23.28 
PLUMBER  Landscape/Irrigation Fitte  Sewer & Storm Drain Work	r.\$ 40.20 \$ 44.29 	25.90 23.28 
PLUMBER  Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 	25.90 23.28 
PLUMBER  Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 	25.90 23.28 
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 Rates \$ 41.30	25.90 23.28 Fringes 12.04
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 Rates \$ 41.30	25.90 23.28 Fringes 12.04
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 Rates \$ 41.30	25.90 23.28 Fringes 12.04
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 Rates \$ 41.30	25.90 23.28 Fringes 12.04
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20\$ 44.29  Rates\$ 41.30  Rates\$ 47.05	25.90 23.28 Fringes 12.04 Fringes 26.30
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20\$ 44.29  Rates\$ 41.30  Rates\$ 47.05  Rates	25.90 23.28 Fringes 12.04 Fringes 26.30 Fringes
PLUMBER Landscape/Irrigation Fitte Sewer & Storm Drain Work  ROOF0045-001 07/01/2023  ROOFER	r.\$ 40.20 \$ 44.29 Rates \$ 41.30 Rates \$ 47.05 Rates \$ 50.20 \$ 48.20	25.90 23.28 Fringes 12.04 Fringes 26.30

March 7, 2024 ADDENDUM A Page 28 of 42

#### 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

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#### TEAM0166-001 07/01/2023

F	Rates	Fringes
Truck drivers:		
GROUP 1\$	30.12	25.57
GROUP 2\$	40.71	25.57
GROUP 3\$	40.91	25.57
GROUP 4\$	41.11	25.57
GROUP 5\$	41.31	25.57
GROUP 6\$	41.80	25.57
GROUP 7\$	43.31	25.57

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

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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) (iii)).

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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

March 7, 2024 **ADDENDUM A** Page 30 of 42

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.

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#### 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

March 7, 2024 ADDENDUM A Page 31 of 42

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"

## **IMPROVEMENT PLANS FOR** CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT

## GENERAL NOTES

OWNERSHIP AND USE OF DOCUMENTS: THIS IS AN INSTRUMENT OF PROFESSIONAL SERVICE. NO CHANGES, ALTERATIONS ADDITIONS OR DELETIONS MAY BE MADE HERETO EXCEPT BY THE LANDSCAPE ARCHITECT AND THIS SHALL NOT BE USED OR REPRODUCED BY ANYONE ON OTHER PROJECTS. FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SPURLOCK. SUBMISSION OR DISTRIBUTION TO MEET REGULATORY REQUIREMENTS OR FOR PURPOSES IN CONNECTION WITH THIS PROJECT ARE NOT TO BE CONSTRUCTED AS PUBLICATION IN DEROGATION OF THE RIGHTS OF SPURLOCK COPYRIGHT 2012 ©

- 2. ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE CHECKED AND VERIFIED BY THE CONTRACTOR ON SITE.
- HOLD INDICATED DIMENSIONS. DO NOT SCALE DRAWINGS. RESOLVE ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT AND/OR SDPR'S AUTHORIZED REPRESENTATIVE BEFORE
- 4. ALL EXISTING CONSTRUCTION THAT IS TO REMAIN AS PART OF THE PROJECT SHALL BE PROTECTED FROM DAMAGE THROUGHOUT THE PERIOD OF WORK. ANY DAMAGED CONSTRUCTION OR FEATURES SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR TO SATISFACTION OF SDPR WITH MATERIALS EQUIVALENT OR SUPERIOR TO THE ORIGINAL
- 5. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO VERIFY ALL DIMENSIONS AND INSPECT PRIOR WORK CONDITIONS OF THE OTHER TRADES BEFORE STARTING WORK. PROCEEDING WITH THE WORK SHALL CONSTITUTE ACCEPTANCE OF PRIOR WORK.
- 6. ALL PRODUCT/MANUFACTURER SUBSTITUTIONS MUST BE BY AN APPROVED EQUAL.

PARK CONSTRUCTION INSPECTION STAGES AND INSPECTION TEAM

#### PARK INSPECTION TEAM

- SITE SUPERINTENDENT (CONTRACTOR)
- CONTRACTOR(S) RESIDENT ENĜIŃEER FROM ENGINEERING & CAPITAL PROJECTS DEPARTMENT, CONSTRUCTION MANAGEMENT FIELD ENGINEERING DIVISION
- PROJECT MANAGER
- PARKS AND RECREATION DISTRICT MANAGER
- PARKS AND RECREATION ASSET MANAGER CERTIFIED ACCESS COMPLIANCE SPECIALIST
- PARKS AND RECREATION ARBORIST ERICH KAST (619) 284—2739

#### PARK CONSTRUCTION INSPECTION STAGES

- PRE—CONSTRUCTION MEETING DEMOLITION MARK-OUT
- IRRIGATION FUNCTION TEST PRIOR TO DEMOLITION
- HARDSCAPE AT TIME OF FINISHED STAKING AND LAYOUT FINISH GRADING AND SOIL PREPARATION
- PLANT MATERIAL (WHEN DELIVERED) AND PLACEMENT APPROVAL
- PLAYGROUND INSPECTION PROJECT CONSTRUCTION 90 PERCENT COMPLETE (DEVELOP PUNCH LIST AND SUBMIT
- RED-LINE AS-BUILTS) SECOND IRRIGATION FUNCTION TEST
- 90-DAY PLANT MAINTENANCE PERIOD (THIS INSPECTION IS TO BE HELD WHEN THE PUNCH LIST ITEMS ARE COMPLETE)
- FINAL WALK-THROUGH. ACCEPTANCE BY THE CITY. CONTRACTOR TO SUBMIT FINAL APPROVED AS-BUILT DRAWINGS TO THE CITY

## STANDARD SPECIFICATIONS:

DOCUMENT NO.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2021 EDITION PWPI010119-01

CITY OF SAN DIEGO STANDARD SPECIFICATIONS FOR PUBLIC PWPI010119-02 WORKS CONSTRUCTION (WHITEBOOK), 2021 EDITION

PWPI010119-04 CITYWIDE COMPUTER AIDED DESIGN AND DRAFTING (CADD) STANDARDS, 2018 EDITION

CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES REVISION 6(CA MUTCD REV6), 2014 EDITION PWPI060121-10

PWPI030119-05 CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD SPECIFICATIONS, 2018 EDITION

## STANDARD DRAWINGS:

## <u>DOCUMENT NO.</u>

PWPI010119-03

**CONSTRUCTION CHANGE** 

03/05/24

CHANGE DATE

CITY OF SAN DIEGO STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, 2021 EDITION

CALIFORNIA DEPARTMENT OF TRANSPORTATION U.S CUSTOMARY STANDARD PLANS, 2018 EDITION PWPI030119-06

## OTHER APPLICABLE STANDARDS:

- CALIFORNIA BUILDING CODE, TITLE 24, TITLE 24, (2022 EDITION) AND CALIFORNIA STATE ACCESSIBILITY STANDARDS INTERPRETIVE MANUAL (2019 EDITION) PREPARED BY THE OFFICE OF THE STATE ARCHITECT AND THE DEPARTMENT OF REHABILITATION.
- AMERICANS WITH DISABILITIES ACT (ADA). TITLE II REGULATIONS CFR 28 PART 35.151. INCLUDING THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR
- MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (2020 EDITION) U.S. CONSUMER PRODUCTS SAFETY COMMISSION HANDBOOK FOR PLAYGROUND SAFETY (2015)

THE MOST CURRENT EDITIONS OF THE PRECEDING DOCUMENTS SHALL BE USED. WHERE ONE OR MORE SETS OF SPECIFICATIONS OR DRAWINGS ARE APPLICABLE, THE MORE RESTRICTIVE SHALL TAKE PRECEDENCE.

APPROVED NO

The City of

AFFECTED OR ADDED SHEET NUMBERS

1,3,4,5,6,7,8,10,29,32

## WATER & SEWER FEES

THE RESPONSIBLE BILLING PARTY: CITY OF SAN DIEGO, PARKS AND RECREATION DEPARTMENT 2130 PAN AMERICAN PLAZA, SAN DIEGO, CA 92101

CONTACT PERSON:

DIANNA DI GIULIO, 619-235-5205

THE GENERAL CONTRACTOR SHALL PAY FOR UTILITIES FEES AND PERMITS, AND GET REIMBURSED BY THE CITY FROM THE UTILITIES / PERMITS BID LIST ITEM.

## CONSTRUCTION STORM WATER PROTECTION NOTES

- 1. TOTAL SITE DISTURBANCE AREA (0.85 ACRES) HYDROLOGIC UNIT/WATERSHED: TIJUANA HU/ TIJUANA RIVER WATERSHED
- HYDROLOGIC SUB AREA NAME AND NUMBER: SAN YSIDRO 911.11
- 2. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE ☐ MINOR WPCP THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. RO-2013-0001 AS AMENDED BY R9-2015-0001 AND

RO-2015-0100

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER R9-2013-0001 AND SUBSEQUENT AMENDMENTS..

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NUMBER R9-2013-0001 AND CONSTRUCTION GENERAL PERMIT ORDER NUMBER 2009-009-DWQ AS AMENDED BY ORDER 2010-0014 DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL  $\Box$  1  $\Box$  2  $\Box$  3 RISK TYPE  $\Box$  1  $\Box$  2  $\Box$  3

3. CONSTRUCTION SITE PRIORITY

□ ASBS □ HIGH □ MEDIUM 🛛 LOW

## PERMANENT STORM WATER BMP CATEGORY

- ☑ PRIORITY DEVELOPMENT PROJECT
- STANDARD DEVELOPMENT PROJECT
- □ NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

## MONUMENTATION / SURVEY NOTES

THIS MAP WAS CREATED FROM A PARCEL LAYER AND DOES NOT DEPICT THE ACTUAL LOCATION OF THE PROPERTY LINES. NO BOUNDARY ANALYSIS WAS PERFORMED. THE SURVEY MONUMENTS HAVE BEEN LOCATED BY SURVEY GRADE MEASUREMENTS, AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

THE CITY OF SAN DIEGO LAND SURVEYORS SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED WITH THE COUNTY SURVEYOR.

IF ANY HORIZONTAL OR VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED. THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ANY HORIZONTAL CONTROL AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION IF THE CITY OF SAN DIEGO SURVEY SECTION IS NOT NOTIFIED PRIOR TO CONSTRUCTION. THE FILING OF A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED WITH COUNTY SURVEYOR.A COPY OF THE FILED DOCUMENT SHALL BE FURNISHED TO THE CITY OF SAN DIEGO SURVEY SECTION.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 1983 (CCS83), ZONE 6, EPOCH 1991.35, AND IS DETERMINED BY MEASUREMENT TAKEN ON SEPTEMBER 22, 2020. ESTABLISHED FROM G.P.S. STATION NO. 1450 ABD G.P.S. STATION NO. 1460 PER RECORD OF SURVEY MAP NO. 14492. I.E. N 85\*46'04" E

## DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THE THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN

AS-BUILT INFORMATION

HABILITATE SEWER MANHOLES

REHABILITATE SEWER MAIN

MATERIALS

**GATE VALVES** 

FIRE HYDRANTS

PIPE CL 235 (WATER)

PIPE SDR 35 (SEWER)

12/11/23 SIGNATURE DATE: LEIGH KYLE, PRINCIPAL REGISTRATION NO: 6137 EXP. 06/30/25 SPURLOCK LANDSCAPE ARCHITECTS

2122 HANCOCK ST, SAN DIEGO, CA 92110

## DEFERRED SUBMITTAL

UNDER APPROVED PROJECT NUMBER PRJ-1067965 ITEM: SHADE STRUCTURE

## LEGAL DESCRIPTION

LOT 177\*0.94 AC M/L IN\ LOT 177\*1.95 AC M/L IN\

## <u>SITE ADDRESS</u>

3279 1/3 ANELLA RD, SAN DIEGO, CA, 92173

### BENCHMARK

THE ELEVATIONS SHOWN HERON ARE BASED ON THE CITY OF SAN DIEGO VERTICAL CONTROL REFERENCING THE BRASS PLUG LOCATED IN THE TOP OF INLET ON THE NORTH SIDE OF THE INTERSECTION OF CORAL GATE LANE AND SIPES LANE. ELEVATION = 44.46 FEET MEAN SEA LEVEL DATUM

## EXISTING DRAWING AFFECTING THE PROJECT 29214-D

ASSESSOR'S NUMBER APN#: 6650633000, 6650633100

## PROJECT DIRECTORY

<u>LANDSCAPE</u>
SPURLOCK LANDSCAPE ARCHITECTS 2122 HANCOCK STREET, SAN DIEGO, CA 92110 CONTACT: YUANCHI ZHAO TEL: 619-681-0090

EMAIL: YZHAO@SPURLOCK-LAND.COM

NASLAND ENGINEERING 4740 RUFFNER STREET, SAN DIEGO, CA 92111 CONTACT: CORY SCHRACK TEL: 858-292-7770

EMAIL: CORYS@NASLAND.COM

VISUAL CONCEPTS 4858 MERCURY ST., STE. 210, SAN DIEGO, CA 92111 CONTACT: KENNY PEREZ

TEL: 858-278-4503 EMAIL: KPEREZ@VISUALCONCEPTS-INC.COM

## WORK TO BE DONE

THIS PROJECT INCLUDES UPGRADES TO SEVERAL AREAS OF THE PARK. THE SCOPE OF WORK INCLUDES:

- UPGRADE PLAYGROUND (PLAY EQUIPMENT AND SURFACING) REPLACE PLANTING ALONG SOUTH & WEST EDGE OF PARK
- REPLACE & REPAIR DAMAGED OR NON ACCESSIBLE PAVING AT ENTRY PLAZA, SIDEWALK, CURB RAMP, PARK WALKWAY ADD SEVERAL PICNIC TABLE AREAS
- RELOCATE, REPLACE OR ADD SITE FURNITURE (PICNIC TABLE,
- GRILL, BIKE RACK, DRINKING FOUNTAIN, ETC.) • INSTALL ACCESSIBLE PARKING STALL
- INSTALL ACCESSIBLE DIRECTIONAL SIGNS ALONG ACCESSIBLE ROUTE ADD LIGHT POLES AND CONDUIT. REPLACE SECURITY LIGHT

NOTE: ALL WORK TO BE DONE SHALL BE IN ACCORDANCE WITH MOST RECENT VERSIONS OF THE CITY OF SAN DIEGO STANDARD DRAWINGS AND STANDARD SPECIFICATIONS OF PUBLIC WORKS CONSTRUCTION "THE GREENBOOK AND THE WHITEBOOK"

BEFORE EXCAVATING, VERIFY THE LOCATION OF UNDERGROUND UTILITIES. AT LEAST TWO (2) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST MARK-OUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER:

CONSULTANT

COMPANY ADDRESS:

SIGNING:

2122 HANCOCK STREET SAN DIEGO, CA 92110

2122 Hancock Street San Diego, Calfornia 92110

> 619.681.0090 spurlock-land.com

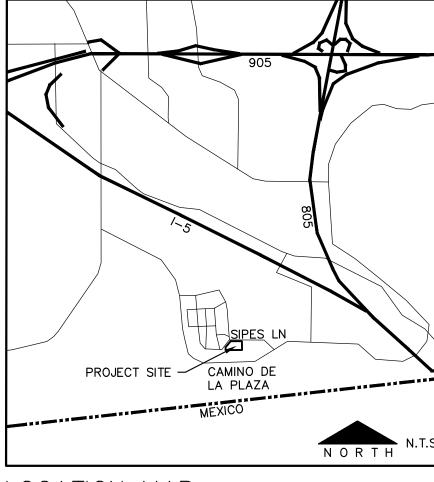
COMPANY PHONE NUMBER: 619.681.0090

SPURLOCK

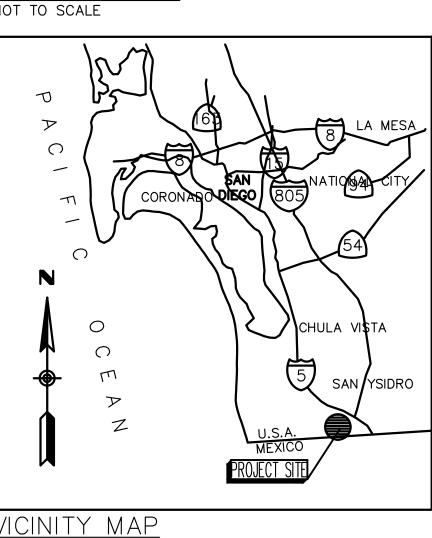
IRRIGATION SYSTEMS: (619) 533-5783 IRRIGATION CONTROL WIRE: (619) 533-5783 FACILITIES MAINTENANCE DIVISION: (619) 525-8500

DISCIPLINE CODE	DESCRIPTION	
T	TITLE	
С	CIVIL	
GN	GENERAL NOTE	
L	LANDSCAPE	
Е	ELECTRICAL	

SHEET NO.	DISCIPLINE CODE	TITLE
1	T101	TITLE SHEET
2	GN100	GENERAL NOTES
3	C001	NOTES AND DETAILS
4	C002	DETAILS
5	C003	DEMOLITION PLAN
6	C004	GRADING AND DRAINAGE PLAN
7	C005	GRADING AND DRAINAGE PLAN
8	C006	GRADING AND DRAINAGE PLAN
9	C007	GRADING AND DRAINAGE PLAN
10	C008	BMP MAP FOR PRIORITY DEVELOPMENT PROJECT
11	C009	ACCESSIBLE PATH OF TRAVEL AND SIGNAGE
12	C010	MONUMENT PRESERVATION PLAN
13	C011	HORIZONTAL CONTROL PLAN
14	C012	HORIZONTAL CONTROL PLAN
15	L001	TREE DEMOLITION & PROTECTION PLAN
16	L101	HARDSCAPE PLAN
17	L101A	SCORING LAYOUT PLAN
18	L102	HARDSCAPE PLAN
19	L103	HARDSCAPE LEGEND
20	L104	PLAYGROUND ENLARGEMENT PLAN
21	L105	HARDSCAPE DETAILS
22	L106	HARDSCAPE DETAILS
23	L107	HARDSCAPE DETAILS
24	L201	IRRIGATION PLAN
25	L202	IRRIGATION PLAN
26	L203	IRRIGATION LEGEND AND NOTES
27	L301	PLANTING PLAN
28	L302	PLANTING PLAN
29	E001	TITLE SHEET
30	E101	LIGHTING PLAN
31	E102	CONCEPTUAL LIGHTING PLAN
32	E201	DETAIL SHEET
33	E301	TITLE 24



LOCATION MAP NOT TO SCALE



NOT TO SCALE

## WATER METER & FINANCIALLY RESPONSIBLE PARTY

WATER METER ADDRESS: 3279 ANELLA ROAD, SAN YSIDRO CA. 92173

THE RESPONSIBLE BILLING PARTY FOR THE WATER & SEWER FEES ASSOCIATED WITH PROJECT CITY OF SAN DIEGO, PARKS AND RECREATION DEPARTMENT 2130 PAN AMERICAN PLAZA, SAN DIEGO, CA 92101

CONTACT PERSON:

PUBLIC CONTRACT

NO. C77208

SPEC. NO 2269

CONTRACTOR

**NSPECTOR** 

DIANNA DI GIULIO 619-235-5205

## CONTRACTOR'S RESPONSIBILITIES

1. PURSUANT TO SECTION 4216 OF THE CALIFORNIA GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G., UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN

2. NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)

WARNING

1/2

#### CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT IF THIS BAR DOES NOT MEASURE 1" **TITLE SHEET** THEN DRAWING IS NOT TO SCALE. CITY OF SAN DIEGO, CALIFORNIA B-20057 **ENGINEERING & CAPITAL PROJECTS DEPARTMENT** SHEET 1 OF 33 SHEETS 01/23/2024 LING CHAN CITY ENGINEE PROJECT MANAGER JASON GRAN DCE NATHAN AUDO PROJECT ENGINEER **APPROVED** DATE FILMED DESCRIPTION BY 138-1749 5. 12 ORIGINAL 01/23/24 CCS27 COORDINATES ADDENDUM A 03/05/24 1778-6310 CCS83 COORDINATES

NTP DATE

NOC DATE

PLANS FOR THE CONSTRUCTION OF

NOTE: SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36", IT IS A REDUCED PRINT - SCALE ACCORDINGLY

with hybe Signature

06/30/25 Renewal Date

12/11/23 Date

ADDENDUM A

DRAWING NO.

0100207-**1** 

Coral Gate Neighborhood Park Playground Improvement

ADDENDUM A

Page 33 of 42

## **GRADING NOTES**

- . GRADING AS SHOWN ON THESE PLANS SHALL BE IN CONFORMANCE WITH CURRENT STANDARD SPECIFICATIONS AND CHAPTER 14, ARTICLE 2, DIVISION 1, OF THE SAN DIEGO MUNICIPAL CODE, 2000 EDITION.
- 2. PLANT AND IRRIGATE ALL CUT AND FILL SLOPES AS REQUIRED BY ARTICLE 2, DIVISION 4, SECTION 142.0411 OF THE SAN DIEGO LAND DEVELOPMENT CODE AND ACCORDING TO SECTION IV OR THE LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS.
- 3. GRADED, DISTURBED, OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED, COVERED BY STRUCTURE, OR PLANTED FOR A PERIOD OVER 90 DAYS SHALL BE TEMPORARILY REVEGETATED WITH A NON-IRRIGATED HYDROSEED MIX, GROUND COVER, OR EQUIVALENT MATERIAL.
- 4. FOR SUBGRADE PREPARATION AND GEOTECHNICAL REQUIREMENTS REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

## **GRADING QUANTITIES**

GRADED AREA26,500 SQ FT	MAX. CUT DEPTH 1.2 FT
CUT QUANTITIES 65 CYD	MAX CUT SLOPE RATIO (2:1MAX) 3:
FILL QUANTITIES 175 CYD	MAX. FILL DEPTH 1.2 FT
IMPORT110 CYD	MAX FILL SLOPE RATIO (4:1MAX) 4:

NOTE:

EARTHWORK QUANTITIES DO NOT REFLECT ANY SPECIAL CONDITIONS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION AND ARE FOR REFERENCE ONLY. SINCE THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR MEANS USED BY THE CONTRACTOR DURING GRADING OPERATIONS, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITION OVER THE ENTIRE SITE, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EARTHWORK QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HIS OWN EARTHWORK QUANTITIES FOR BIDDING, CONTRACT, AND CONSTRUCTION PURPOSES.

## **ACCESSIBILITY COMPLIANCE NOTES:**

ALL GRADES SHOWN ON THESE PLANS WERE DESIGNED IN COMPLIANCE WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN (ADA STDS), 2022 CALIFORNIA BUILDING CODE (CBC) AND THE 2021 CITY OF SAN DIEGO - STANDARD DRAWINGS TO ALLOW FOR CONSTRUCTION TOLERANCES. IT IS THE CONTRACTORS' RESPONSIBILITY TO FAMILIARIZE THEMSELVES WITH THESE CODES. SHOULD A DESIGN QUESTION ARISE OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT FROM THESE PLANS, WORK SHALL CEASE AND THE CIVIL ENGINEER BE NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL PHASES OF WORK RELATING TO CBC AND ADA ACCESS FOR THIS PROJECT. CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS DEFINED BY CBC AND ADA ARE SUBJECT TO REJECTION AND MAY BE REQUIRED TO BE REMOVED AND REPLACED AT THE CONTRACTOR'S SOLE COST. SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR MEANS USED BY THE CONTRACTOR OR THEIR SUB-CONTRACTORS DURING CONSTRUCTION, THE CIVIL ENGINEER ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF ADA-RELATED ITEMS BY THE AGENCY HAVING JURISDICTION, ANY OTHER AUTHORITY, OR OTHER AFFECTED PARTIES.

## **CURB RAMP NOTE:**

THE REQUIRED DETECTABLE WARNING (TRUNCATED DOMES) ON CURB RAMPS ARE TO COMPLY WITH THE CITY STANDARDS (SDG-130) AND SPECIFICATIONS. THE PRODUCTS' TEST REPORT AND A COPY OF THE MANUFACTURER'S INSTALLATION INSTRUCTION MUST BE SUBMITTED TO THE DESIGNATED CITY RESIDENT ENGINEER FOR REVIEW PRIOR TO INSTALLATION. FAILURE TO COMPLY WITH THE STANDARDS, SPECIFICATIONS AND SAMPLE SUMBMITTAL REVIEW PROCESS WILL RESULT IN THE REMOVAL OR REPLACEMENT OF THE DETECTABLE WARNING AND/OR CURB RAMP(S) AT CONTRACTOR'S EXPENSE.

## **BENCHMARK**

THE ELEVATION SHOWN HEREON ARE BASED ON THE CITY OF SAN DIEGO VERTICAL CONTROL REFERENCING THE BRASS PLUG LOCATED IN THE TOP OF INLET ON THE NORTH SIDE OF THE INTERSECTION OF CORAL GATE LANE AND SIPES LANE. ELEVATION = 44.46 FEET MEAN SEA LEVEL DATUM

## **BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM 1983 (CCS83), ZONE 6, EPOCH 1991.35, AND IS DETERMINED BY G.P.S. MEASUREMENT TAKEN ON SEPTEMBER 22, 2020. ESTABLISHED FROM G.P.S. STATION NO. 1450 AND G.P.S. STATION NO. 1460 PER RECORD OF SURVEY MAP NO. 14492.

I.E. N 85°46'04" E

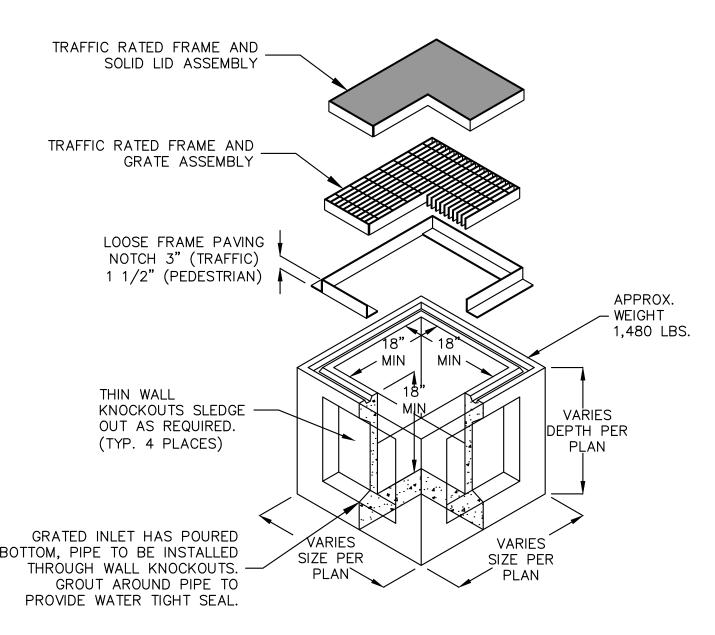
## **TOPOGRAPHY SOURCE**

THE SOURCE OF TOPOGRAPHIC INFORMATION IS A SUPPLEMENTAL FIELD SURVEY PERFORMED BY NASLAND ENGINEERING ON MARCH 22. 2021.

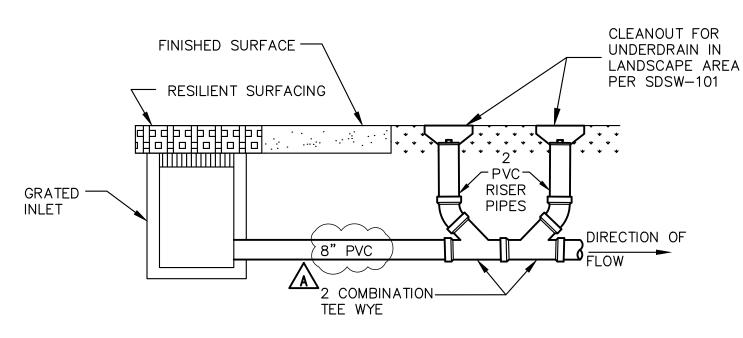
## DECLARATION OF RESPONSIBLE CHARGE:

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

CORY SCHRACK R.C.E. 65976 EXP. DATE 6-30-24
SHEETS C1-C9
NASLAND ENGINEERING
4740 RUFFNER STREET
SAN DIEGO, CA 92111
(858) 292-7770

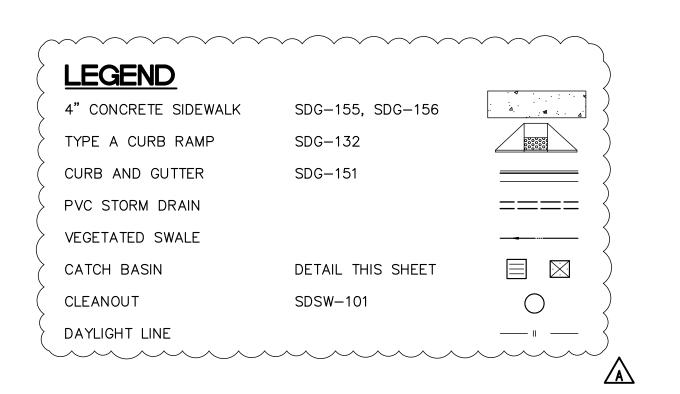


DETAIL 2
US CONCRETE OR APPROVED EQUAL
GRATED INLET PARKWAY
NO SCALE



DETAIL 1

TYPICAL DOUBLE SWEEP CLEANOUT



	SITE SPEC	IFIC DATA		
PROJECT NUMBE	TR	71629	98–10	
PROJECT NAME		CORAL G	ATE PARK	
PROJECT LOCATI	ON	SAN YSIDRO, CA		
STRUCTURE ID		ВМ	P 1	
	TREATMENT	REQUIRED		
VOLUME B	ASED (CF)	FLOW BAS	SED (CFS)	
1,5	50	N,	/A	
TREATMENT HGL	AVAILABLE (FT)		N/K	
PEAK BYPASS R	EQUIRED (CFS) —	IF APPLICABLE	2.73	
PIPE DATA	I.E.	MATERIAL	DIAMETER	
INLET PIPE 1	42.75	PVC	12"	
INLET PIPE 2	N/A	N/A	N/A	
OUTLET PIPE	42.24	PVC	12"	
	PRETREATMENT	BIOFILTRATION	DISCHARGE	
RIM ELEVATION	47.70	47.70	47.70	
SURFACE LOAD	PEDESTRIAN	PEDESTRIAN	PEDESTRIAN	
FRAME & COVER		30" X 62"		
WETLANDMEDIA V	OLUME (CY)		1.50	
ORIFICE SIZE (D	IA. INCHES)		Ø0.48"	

#### **INSTALLATION NOTES**

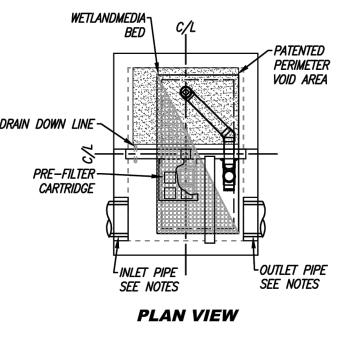
- 1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURERS' SPECIFICATIONS, UNLESS OTHERWISE STATED IN
- MANUFACTURER'S CONTRACT.

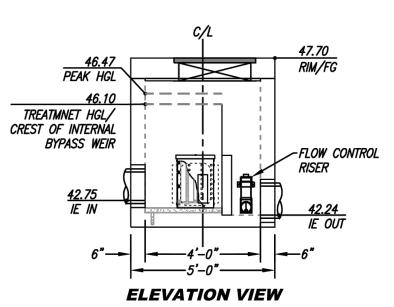
  2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER
  RECOMMENDS A MINIMUM 6" LEVEL ROCK BASE UNLESS SPECIFIED BY
  THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE FOR VERIFYING
- PROJECT ENGINEER'S RECOMMENDED BASE SPECIFICATIONS.

  4. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE (PIPES CANNOT INTRUDE BEYOND FLUSH). INVERT OF OUTFLOW PIPE MUST BE FLUSH WITH DISCHARGE CHAMBER FLOOR. ALL PIPES SHALL BE SEALED WATERTIGHT PER MANUFACTURER'S STANDARD CONNECTION DETAIL.
- CONTRACTOR RESPONSIBLE FOR INSTALLATION OF ALL PIPES, RISERS, MANHOLES, AND HATCHES. CONTRACTOR TO USE GROUT AND/OR BRICKS TO MATCH COVERS WITH FINISHED SURFACE UNLESS SPECIFIED OTHERWISE.
- 6. VEGETATION SUPPLIED AND INSTALLED BY OTHERS. ALL UNITS WITH VEGETATION MUST HAVE DRIP OR SPRAY IRRIGATION SUPPLIED AND INSTALLED BY OTHERS.
- 7. CONTRACTOR RESPONSIBLE FOR CONTACTING BIO CLEAN FOR ACTIVATION OF UNIT. MANUFACTURER'S WARRANTY IS VOID WITHOUT PROPER ACTIVATION BY A BIO CLEAN REPRESENTATIVE.

## GENERAL NOTES

MANUFACTURER TO PROVIDE ALL MATERIALS UNLESS OTHERWISE NOTED.
ALL DIMENSIONS, ELEVATIONS, SPECIFICATIONS AND CAPACITIES ARE SUBJECT TO
CHANGE. FOR PROJECT SPECIFIC DRAWINGS DETAILING EXACT DIMENSIONS, WEIGHTS
AND ACCESSORIES PLEASE CONTACT BIO CLEAN.





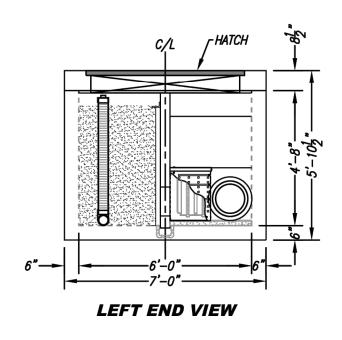
## INTERNAL BYPASS DISCLOSURE

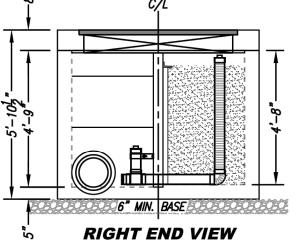
THE DESIGN AND CAPACITY OF THE PEAK CONVEYANCE METHOD TO BE REVIEWED AND APPROVED BY THE ENGINEER OF RECORD. HGL(S) AT PEAK FLOW SHALL BE ASSESSED TO ENSURE NO UPSTREAM FLOODING. PEAK HGL AND BYPASS CAPACITY SHOWN ON DRAWING ARE USED FOR GUIDANCE ONLY.

PROPRIETARY AND CONFIDENTIAL:

THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE SOLE PROPERTY OF FORTERRA AND ITS COMPANIES. THIS DOCUMENT, NOR ANY PART THEREOF, MAY BE USED, REPRODUCED OR MODIFIED IN ANY MANNER WITH OUT THE WRITTEN CONSENT OF FORTERRA.







REQUIRED TREATMENT VOLUME (CF)	1,550
DRAINDOWN DURATION (HOURS)	36
MAX. DISCHARGE RATE PER MWS UNIT(GPM)	5.38
OPERATING HEAD (FT)	3.86
WETLANDMEDIA INFILTRATION RATE (IN/HR)	15
WETLANDMEDIA LOADING RATE (GPM/SF)	0.15

MWS-L-4-6-4'-8"-V-UG-HC STORMWATER BIOFILTRATION SYSTEM STANDARD DETAIL OR APPROVED EQUAL

# DETAIL 3 CONTECH STORMWATER BIOFILTRATION SYSTEM MWS-L-4-6-V OR APPROVED EQUAL

NO SCALE

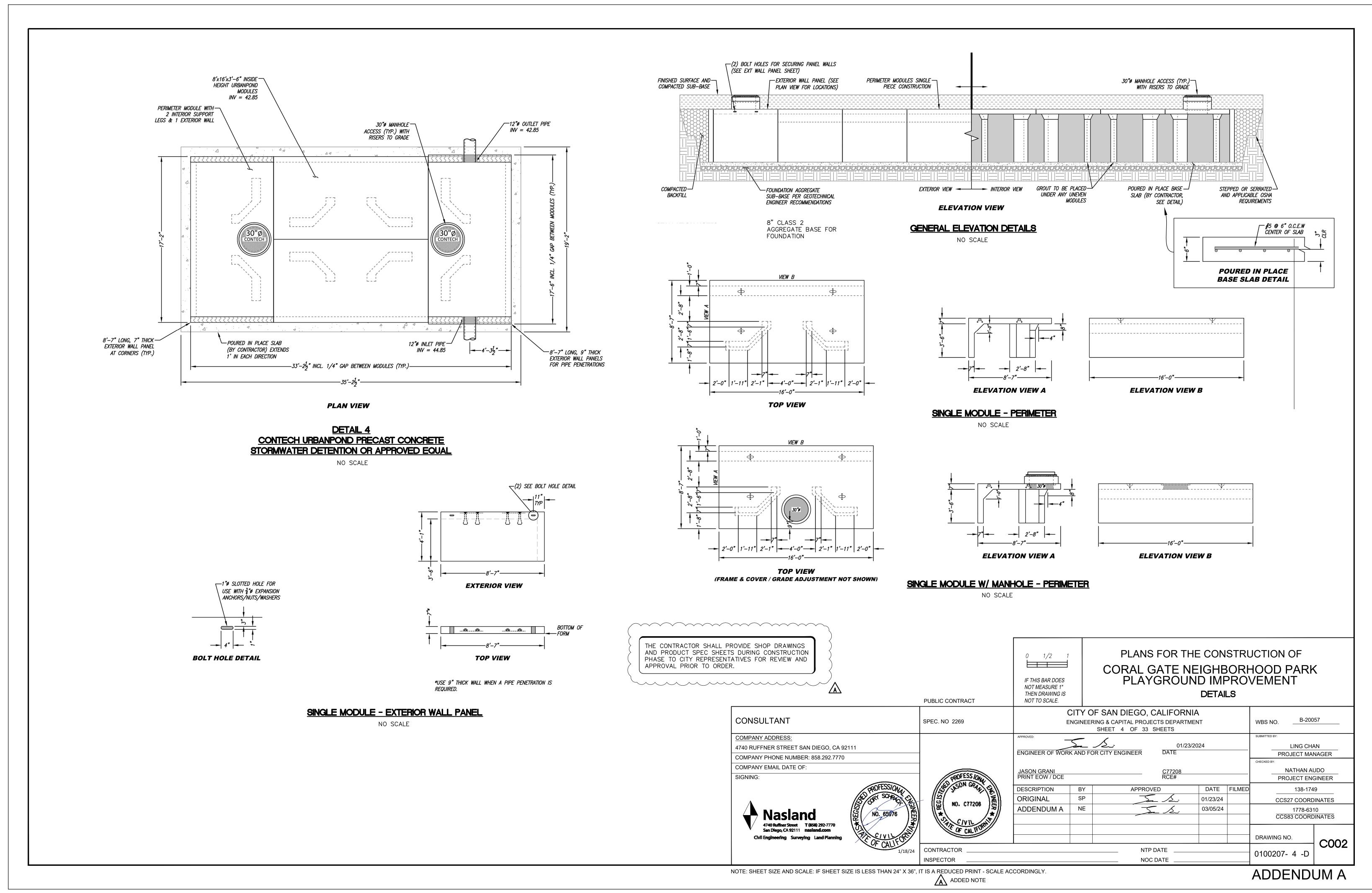
THE CONTRACTOR SHALL PROVIDE SHOP DRAWINGS AND PRODUCT SPEC SHEETS DURING CONSTRUCTION PHASE TO CITY REPRESENTATIVES FOR REVIEW AND APPROVAL PRIOR TO ORDER.

PLANS FOR THE CONSTRUCTION OF 0 1/2 1 CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT IF THIS BAR DOES NOT MEASURE 1" NOTES AND DETAILS THEN DRAWING IS NOT TO SCALE. **PUBLIC CONTRACT** CITY OF SAN DIEGO, CALIFORNIA CONSULTANT B-20057 SPEC. NO 2269 **ENGINEERING & CAPITAL PROJECTS DEPARTMENT** WBS NO. SHEET 3 OF 33 SHEETS **COMPANY ADDRESS** 01/23/2024 LING CHAN 4740 RUFFNER STREET SAN DIEGO, CA 92111 ENGINEER OF WORK AND FOR CITY ENGINEER DATE PROJECT MANAGER COMPANY PHONE NUMBER: 858.292.7770 COMPANY EMAIL DATE OF: NATHAN AUDO JASON GRANI PRINT EOW / DCE SIGNING: PROJECT ENGINEER DATE | FILMED DESCRIPTION **APPROVED** 138-1749 BY **ORIGINAL** SP 01/23/24 CCS27 COORDINATES NO. C77208 ADDENDUM A 03/05/24 1778-6310 Nasland **CCS83 COORDINATES** 4740 Ruffner Street T (858) 292-7770 San Diego, CA 92111 nasland.com Civil Engineering Surveying Land Planning DRAWING NO. NTP DATE CONTRACTOR 0100207- 3 -D NOC DATE

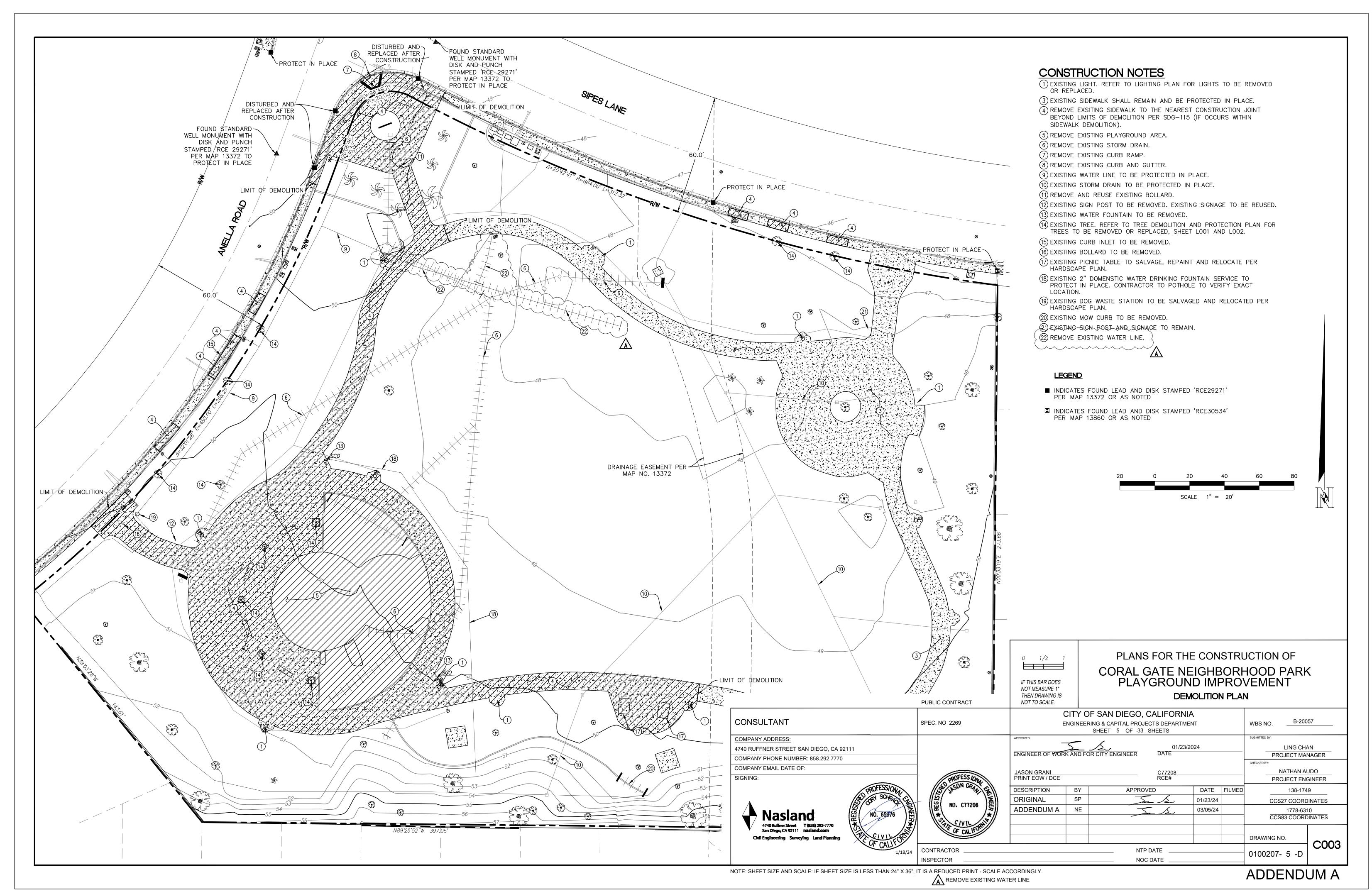
NOTE: SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36", IT IS A REDUCED PRINT - SCALE ACCORDINGLY.

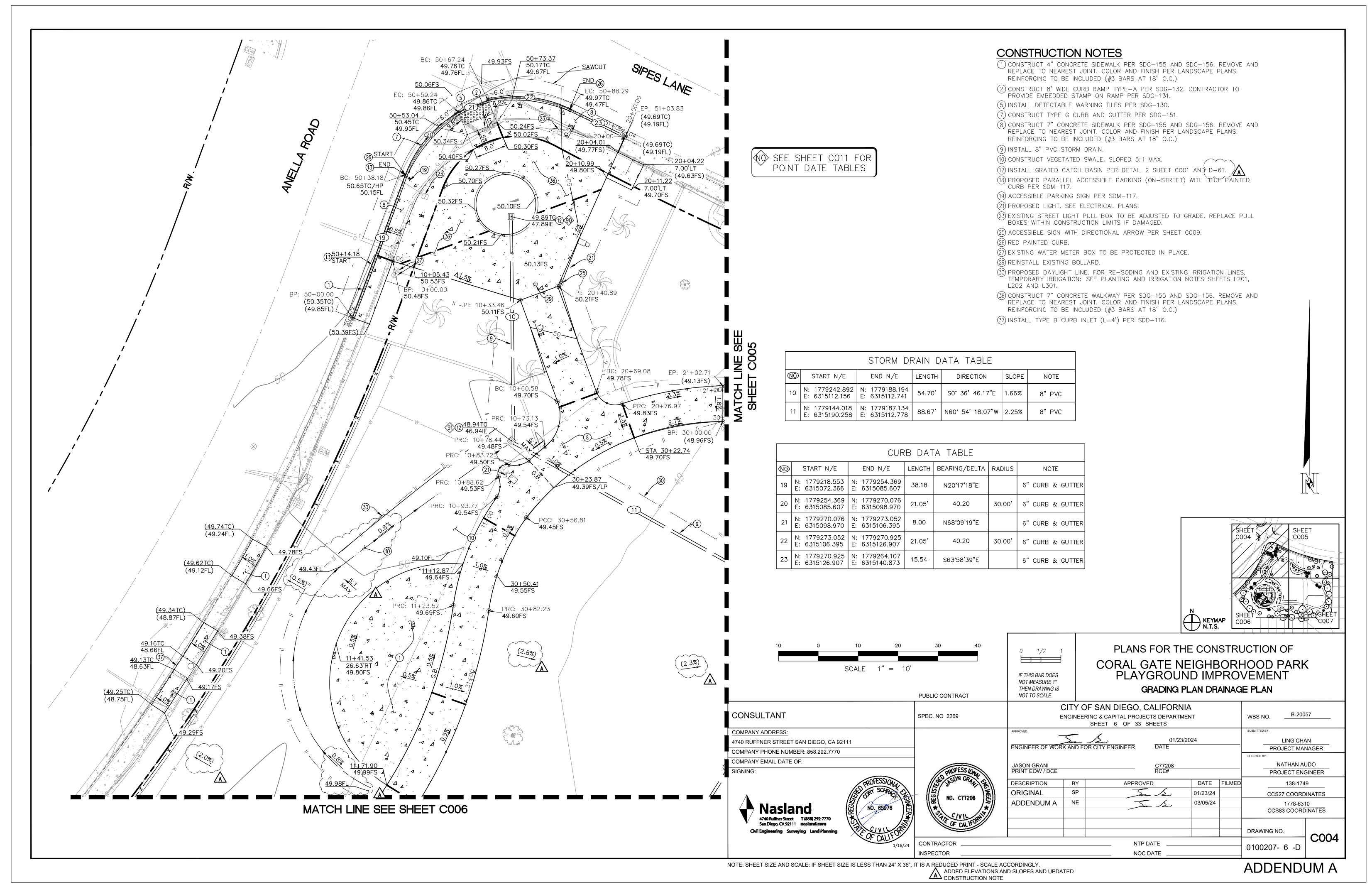
ADDED NOTE, UPDATE LEGEND

ADDENDUM A



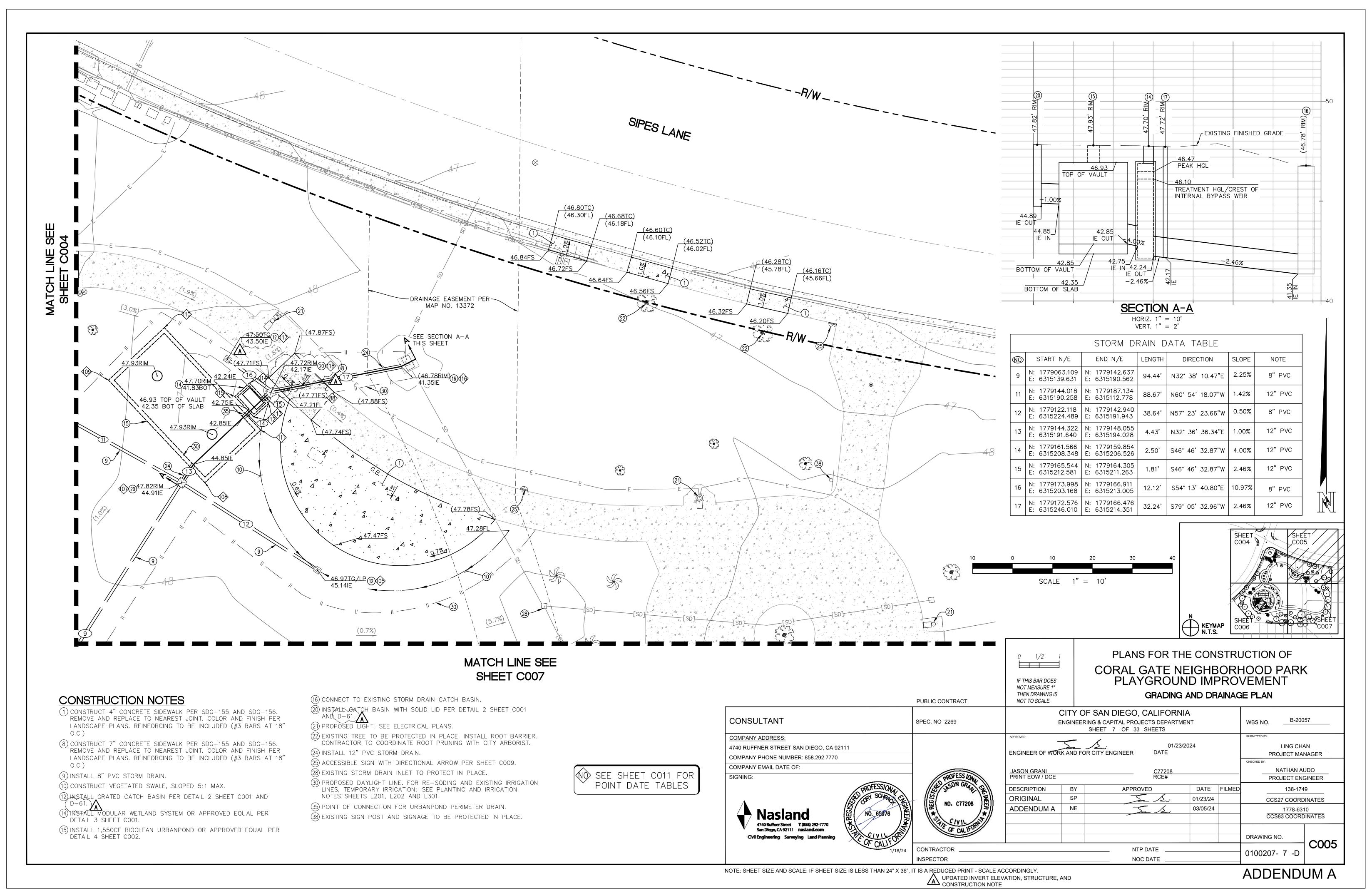
Page 35 of 42





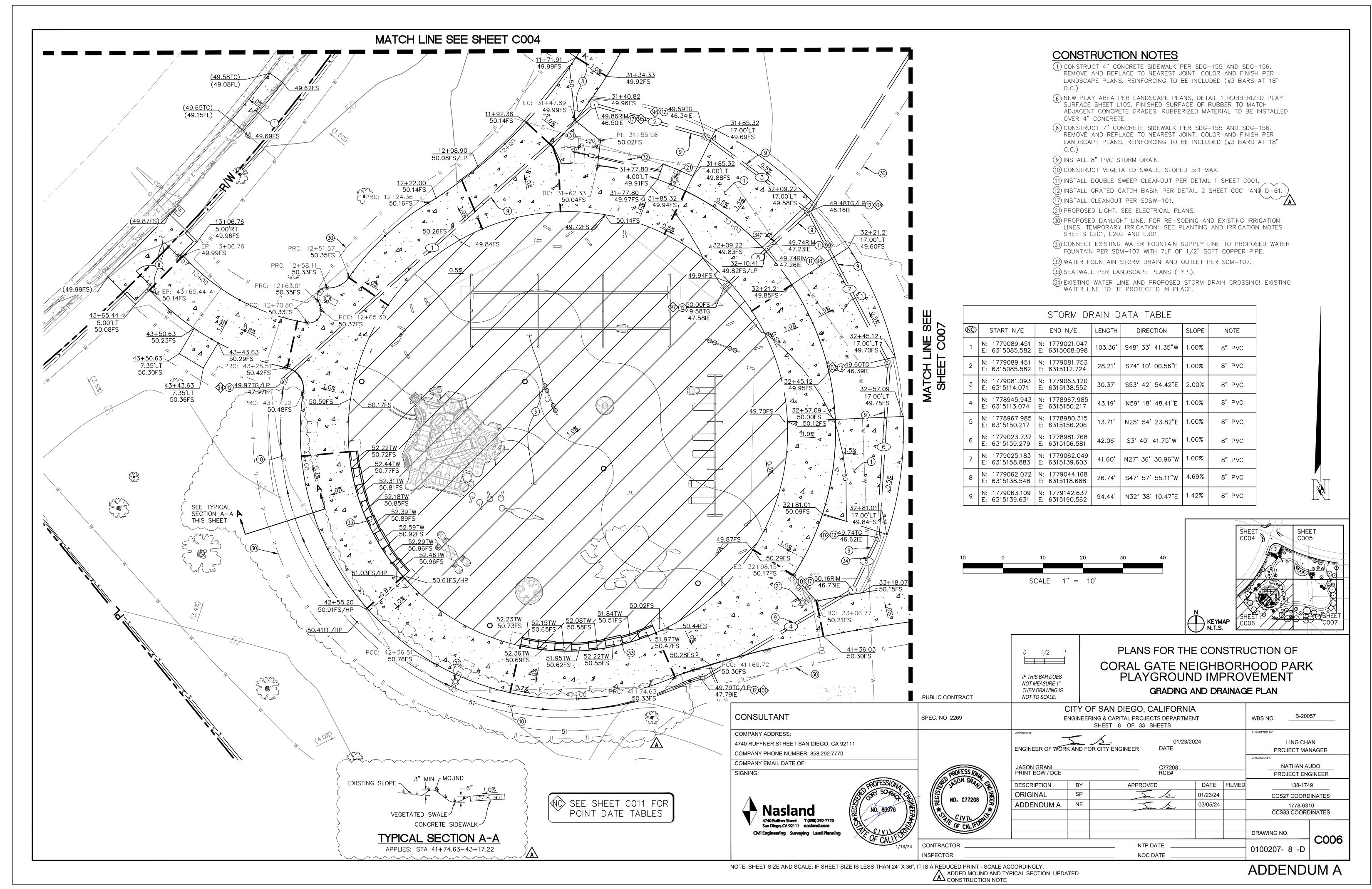
March 7, 2024

Coral Gate Neighborhood Park Playground Improvement

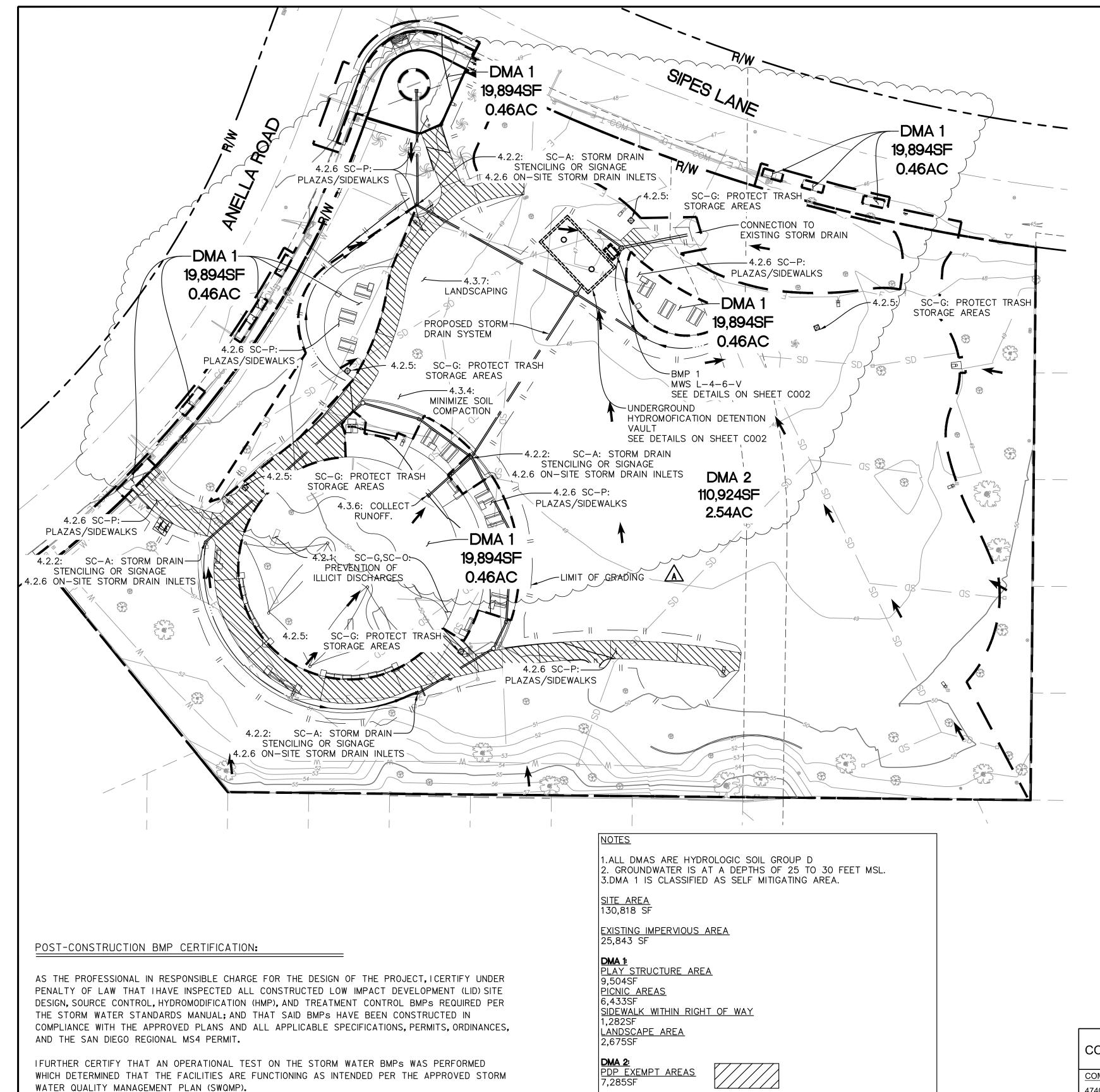


March 7, 2024

Coral Gate Neighborhood Park Playground Improvement



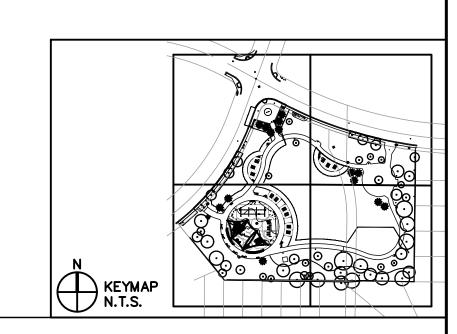
Page 39 of 42



			DMIF		
INSPECTION FREQUENCY	MAINTENANCE FREQUENCY	MAINTENANCE METHOD	QUANTITY	INCLUDED IN O&M MANUAL	SHEET NUMBER
				NO	
N/A	N/A	N/A	N/A		C004 -C00
N/A	N/A	N/A	N/A		C004 -C00
N/A	N/A	N/A	N/A		C004 -C00
				•	
N/A	N/A	N/A	N/A		C004 -C00
QUARTERLY	AS NEEDED	PREVENT CLOGGING.	N/A		C004 -C00
				•	
WEEKLY	AS NEEDED	MAINTAIN PLANTING. REMOVE TRASH AND DEBRIS FROM LANDSCAPE AREAS.	ALL LANDSCAPE AREAS		C004 -C00
				NO	
QUARTERLY	AS NEEDED		ALL TRASH AND RECYCLING CONTAINERS		C004 -C00
QUARTERLY	AS NEEDED	RE-STENCIL "NO DUMPING" SIGNAGE AS NEEDED	_		C004 -C00
				<u> </u>	
QUARTERLY	AS NEEDED	INSPECT TRASH RECEPTACLES FOR DAMAGE AND LEAKS. MAINTAIN SIGN STATING "NO HAZARDOUS MATERIALS"	_		C004 -C00
WEEKLY	AS NEEDED	REMOVE TRASH AND DEBRIS. SWEEP PLAZA AREAS AND SIDEWALKS	ALL PLAZA AND SIDEWALK AREAS		C004 -C00
				NO	
QUARTERLY	AS NEEDED	MAINTENANCE PER MANUFACTER	1		C004 -C00
				NO	
QUARTERLY	AS NEEDED	MAINTENANCE PER MANUFACTER	1		C004 -C00
	INSPECTION FREQUENCY  N/A  N/A  N/A  N/A  N/A  QUARTERLY  QUARTERLY  QUARTERLY  QUARTERLY  QUARTERLY  QUARTERLY	OPERATION AND  INSPECTION MAINTENANCE FREQUENCY  N/A N/A  N/A N/A  N/A N/A  N/A N/A  QUARTERLY AS NEEDED  QUARTERLY AS NEEDED  QUARTERLY AS NEEDED  QUARTERLY AS NEEDED  WEEKLY AS NEEDED  QUARTERLY AS NEEDED	OPERATION AND MAINTENANCE PROCEDURE  INSPECTION FREQUENCY FREQUENCY FREQUENCY FREQUENCY  N/A N/A N/A N/A  N/A N/A N/A  N/A N/A N/A  N/A N/A N/A  OUARTERLY AS NEEDED REMOVE TRASH AND DEBRIS TO PREVENT CLOGGING.  WEEKLY AS NEEDED MAINTAIN PLANTING. REMOVE TRASH AND DEBRIS FROM LANDSCAPE AREAS.  QUARTERLY AS NEEDED INSPECT TRASH RECEPTACLES FOR DAMAGE AND LEAKS. MAINTAIN SIGN STATING "NO HAZARDOUS MATERIALS"  QUARTERLY AS NEEDED INSPECT TRASH RECEPTACLES FOR DAMAGE AND LEAKS. MAINTAIN SIGN STATING "NO HAZARDOUS MATERIALS"  QUARTERLY AS NEEDED INSPECT TRASH RECEPTACLES FOR DAMAGE AND LEAKS. MAINTAIN SIGN STATING "NO HAZARDOUS MATERIALS"  WEEKLY AS NEEDED RE—STENCIL "NO DUMPING" SIGNAGE AS NEEDED  QUARTERLY AS NEEDED RE—STENCIL "NO DUMPING" SIGNAGE AS NEEDED  REMOVE TRASH AND DEBRIS. SWEEP PLAZA AREAS AND SIDEWALKS  QUARTERLY AS NEEDED MAINTENANCE PER MANUFACTER	INSPECTION FREQUENCY  N/A  N/A  N/A  N/A  N/A  N/A  N/A  N/	OPERATION AND MAINTENANCE PROCEDURE  INSPECTION FREQUENCY FREQUENCY MAINTENANCE METHOD QUANTITY OWN MAINTENANCE IN OWN MAINTENANCE METHOD QUANTITY OWN MAINTENANCE IN OWN MAINTENANCE METHOD QUANTITY OWN MAINTENANCE IN OWN MAINTENANCE METHOD NO N/A

## STORM WATER REQUIREMENTS:

- I. THE PROJECT IS SUBJECT TO MUNICIPAL CODE SECTION 43.03 AND TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100.
- 2. ALL WORK RELATED TO POST-CONSTRUCTION STORMWATER QUALITY SHALL BE IN ACCORDANCE WITH THE STORM WATER QUALITY MANAGEMENT PLAN ENTITLED, PROJECT NAME/ WBS OR IO: CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENTS PROJECT ADDRESS: ANELLA ROAD, SAN YSIDRO, CA PREPARED BY: CORY SCHRACK DATE PREPARED: 12/7/2023
- 3. POST-CONSTRUCTION BMPs ARE REQUIRED, SEE SHEET(S) C004-C007
- 4. THE CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER (RE) 10 WORKING DAYS PRIOR TO THE INSTALLATION OF ALL HMP FACILITIES AND PERMANENT TREATMENT CONTROL BMPs. THE RE SHALL COORDINATE THE INSPECTIONS OF PERMANENT BMPs WITH THE CITY PROJECT MANAGER (PM) PRIOR TO THE INSTALLATION. THEN THE PM SHALL COORDINATE WITH THE ENGINEER OF WORK (EOW) TO INSPECT AND APPROVE PERMANENT BMPs TO ENSURE THAT THEY ARE INSTALLED PER THE APPROVED SWQMP AND PLANS. AFTER APPROVAL, THE EOW SHALL SUBMIT A SIGNED DS-563 FORM TO THE RE. THE RE SHALL THEN SUBMIT THE ORIGINAL COPY OF THE FORM TO THE CONSTRUCTION STORM WATER SECTION.



30	0	30	60	90	120	0 1/2 1
		SCALE	1" = 30'			IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS
			DI IDI			NOT TO SCALE

## PLANS FOR THE CONSTRUCTION OF CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT

BMP MAP FOR PRIORITY DEVELOPMENT PROJECT

	PUBLIC CONTRACT	NOT TO SCALE.		2000 000 00 000 000 000 000 000 000 000				•
CONSULTANT	SPEC. NO 2269			OF SAN DIEGO, CALIFORN RING & CAPITAL PROJECTS DEPARTM SHEET 10 OF 33 SHEETS			WBS NO. B-200	57
COMPANY ADDRESS:		APPROVED:					SUBMITTED BY:	
4740 RUFFNER STREET SAN DIEGO, CA 92111		ENGINEER OF WORK	ANDE	O1/23/OR CITY ENGINEER DATE	2024		LING CHA	
COMPANY PHONE NUMBER: 858.292.7770		ENGINEER OF WORK	ANDF	OR CITT ENGINEER BATE			PROJECT MAI	NAGER
COMPANY EMAIL DATE OF:		JASON GRANI		<u>C77208</u>			NATHAN AI	UDO
SIGNING:	PROFESS IONAL	PRINT EOW / DCE		RCE#			PROJECT ENG	
PROFESS/ONAL	SEL JEON CRAW CE	DESCRIPTION	BY	APPROVED	DATE	FILMED	138-174	.9
A SOLOGIE	NO. C77208	ORIGINAL	SP	5. /2.	01/23/24		CCS27 COORD	 DINATES
Na classed S No serve	(일 NO. C77208 )5	ADDENDUM A	NE	5. 5.	03/05/24		1778 <b>-</b> 63 <sup>2</sup>	10
Nasland	PI WAY CAN SE						CCS83 COORD	DINATES
4740 Ruffner Street T (858) 292-7770 San Diego, CA 92111 nasland.com	OF CALIFORN							
Civil Engineering Surveying Land Planning							DRAWING NO.	0000
1/18/24	CONTRACTOR			NTP DATE		•	0400007 40 D	C008
-,, - ·	INSPECTOR			NOC DATE			0100207- 10 -D	

NOTE: SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36", IT IS A REDUCED PRINT - SCALE ACCORDINGLY. UPDATED DMA LIMITS

**ADDENDUM A** 

Page 40 of 42

ADDENDUM A

IHEREBY DECLARE THAT IAM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT IHAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION

6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH

CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS

R.C.E. NO.65976

3/5/24

DATE OF SIGNING

<u>PROPOSED IMPERVIOUS AREA TOTAL</u>

SIGNATURE:

CORY SCHRACK

DECLARATION OF RESPONSIBLE CHARGE

ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

PHONE NO.: \_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

# CORAL GATE NEIGHBORHOOD PARK

## **ELECTRICAL CONSTRUCTION NOTES**

- 1. THE GENERAL CONDITIONS AND SUPPLEMENTARY GENERAL CONDITIONS SHALL BE CONSIDERED AS PART OF THE SPECIFICATION.
- 2. FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND TOOLS TO PERFORM ELECTRICAL WORK SHOWN, NOTED OR SCHEDULED FOR A COMPLETE AND
  - A. ALL MATERIALS AND EQUIPMENT SHALL BE COMMERCIAL AND SHALL CARRY A U.L. LABEL.
  - B. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UNDERWRITER'S LABORATORIES LIST OF APPROVED ITEMS AND SHALL MEET REQUIREMENTS OF ASTM, IEEE, 2019 NEC, NEMA, AND OTHER RECOGNIZED STANDARDS AND SHALL BE SIZED IN CONFORMITY WITH REQUIREMENTS OF THE NATIONAL ELECTRIC CODE AND OTHER APPLICABLE CODES, WHICHEVER ARE MORE STRINGENT.
- 3. THE WORD "PROVIDE" AS USED HEREIN MEANS TO FURNISH AND INSTALL COMPLETE.
- 4. ALL WORK TO BE IN ACCORDANCE WITH THE 2016 CEC (2016 NEC) AND ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES.
- 5. SECURE AND PAY FOR ALL REQUIRED PERMITS AND INSPECTION CERTIFICATES.
- ABOVE GRADE CONDUIT SHALL BE STANDARD RIGID STEEL ACCORDING TO CODE REQUIREMENTS. CONDUIT SHALL BE CONCEALED IN FINISHED AREAS, EXCEPT AS OTHERWISE APPROVED BY ARCHITECT. RIGID CONNECTIONS SHALL BE COMPRESSION TYPE. UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 OR 80 PVC BURIED A MINIMUM OF 24".
- WIRE SHALL BE SINGLE CONDUCTOR COPPER WITH 600 VOLT INSULATION. ALUMINUM CONDUCTORS ARE NOT PERMITTED. ALL WIRING SHALL BE STRANDED. MINIMUM WIRE SIZE SHALL BE #12. ALL WIRE AND CABLE SHALL BE NEW AND SHALL BE BROUGHT TO THE SITE IN UNBROKEN PACKAGES. ALL WIRING OF ANY TYPE SHALL BE IN CONDUIT.

ABOVE GRADE WIRE CONNECTORS SHALL BE BY "SCOTCHLOCK" OR EQUAL FOR #8 OR SMALLER AND T&B "LOCK-TITE" FOR #6 AND LARGER.

- 9. THIS CONTRACTOR SHALL DO ALL CUTTING, CHASING OR CHANNELING AND PATCHING REQUIRED FOR ANY WORK UNDER THIS DIVISION. ANY CUTTING
- SHALL HAVE PRIOR APPROVAL OF THE OWNER. 10. JUNCTION, PULL BOXES AND COVERS WITHIN BUILDING SHALL BE GALVANIZED STEEL, CODE GAUGE SIZE AND ACCESSIBLE.
- 12. ALL ELECTRIC WORK SHALL BE INSTALLED SO AS TO BE READILY ACCESSIBLE FOR OPERATING, SERVICING MAINTAINING AND REPAIRING. HANGERS SHALL INCLUDE ALL MISCELLANEOUS STEEL, SUCH AS CHANNELS, RODS, ETC., NECESSARY FOR THE INSTALLATION OF WORK AND SHALL BE FASTENED TO STEEL, CONCRETE OR MASONRY, BUT NOT TO PIPING. ALL CONDUIT SHALL BE CONCEALED WHERE POSSIBLE. EXPOSED CONDUITS SHALL BE IN STRAIGHT LINES PARALLEL WITH OR AT RIGHT ANGLES TO COLUMN LINES OR BEAMS AND SEPARATED AT LEASED 3" FROM WATER LINES WHEREVER THEY RUN ALONGSIDE OR ACROSS SUCH LINES. CONDUCTORS SHALL BE ON CONDUIT, DUCTS, OR APPROVED RACEWAYS.

11. ELECTRICAL CONTRACTOR SHALL RECORD ALL FIELD CHANGES IN HIS WORK AS THE JOB PROGRESSES. AND UPON COMPLETION SHALL TURN OVER TO

13. ALL 90 DEGREE ELBOWS TO BE FACTORY MADE BENDS.

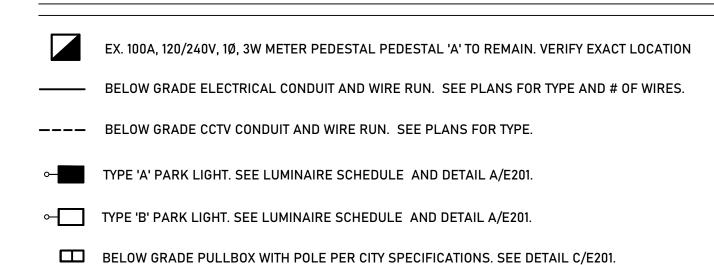
A. GENERAL WIRING SHALL BE THWN OR THHN.

- 14. PRIVATE LIGHTING SYSTEM SHALL NOT BE JOINT TRENCH WITH PUBLIC UTILITY SYSTEM.
- 15. CONTRACTOR TO MAINTAIN PROPER SEPARATION AS REQUIRED BY THE UTILITY COMPANIES.
- 16. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR ANY AND ALL UTILITY AND CITY INSPECTIONS.
- 17. ALL GROUND CONDUCTORS SHALL BE SPLICED TOGETHER WITH APPROVED CONNECTOR AT PULL BOXES AND CONNECTED TO GROUND LUG INSIDE
- 18. SEE IMPROVEMENT PLANS FOR SITE, SEWER AND WATER (ETC.) IMPROVEMENTS PRIOR TO START OF CONSTRUCTION.
- 19. CONTRACTOR SHALL CONTACT "DIG ALERT" FOR MARK-OUT PRIOR TO TRENCHING AS REQUIRED.
- 20. THESE PLANS ARE SCHEMATIC AND ARE FOR THE PURPOSE OF SHOWING HOW TO CONNECT THE ELECTRICAL SYSTEM. WHILE THE DRAWING IS AT ACTUAL SCALE. THE SYMBOLS REFERENCED ARE NOT, AND MAY APPEAR TO SHOW THE EQUIPMENT IN PLACES NOT INTENDED. THE CONTRACTOR IS TO FIELD VERIFY ALL UTILITY COMPANY SERVICE POINTS/METER LOCATIONS. POLES. PULL BOXES BUILDING LIGHT LOCATIONS. SERVICE EQUIPMENT LOCATIONS AND OTHER ELECTRICAL APPURTENANCES PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES ARE TO BE ADDRESSED TO THE CLIENT BY MEANS OF A "REQUEST FOR INFORMATION" (RFI). CONTRACTOR IS TO VERIFY ALL LIGHT LOCATIONS WITH THE CITY PRIOR TO START OF CONSTRUCTION AND DURING STAKING. REFER TO LIGHT STANDARD DETAIL FOR STANDARDS.
- CONTRACTOR SHALL CONTACT "DIG ALERT" FOR MARK-OUT PRIOR TO TRENCHING AS REQUIRED.
- 21. PANEL CIRCUIT DIRECTORY TO COMPLY WITH SECTION 408.4, CEC.
- STANDARDS). SEE DETAIL B/E201.
- 23. CONTRACTOR SHALL LABEL EACH CIRCUIT WITH PHENOLIC PLASTIC LABEL TAGS IN ANY DEVICE THAT HAS ACCESS. THIS SHALL INCLUDE LIGHT POLES, PULL BOXES, PANELS, AND ETCETERA. PANEL, CIRCUIT NUMBER AND VOLTAGE SHALL BE IDENTIFIED. TAGS SHALL BE AFFIXED WITH NYLON

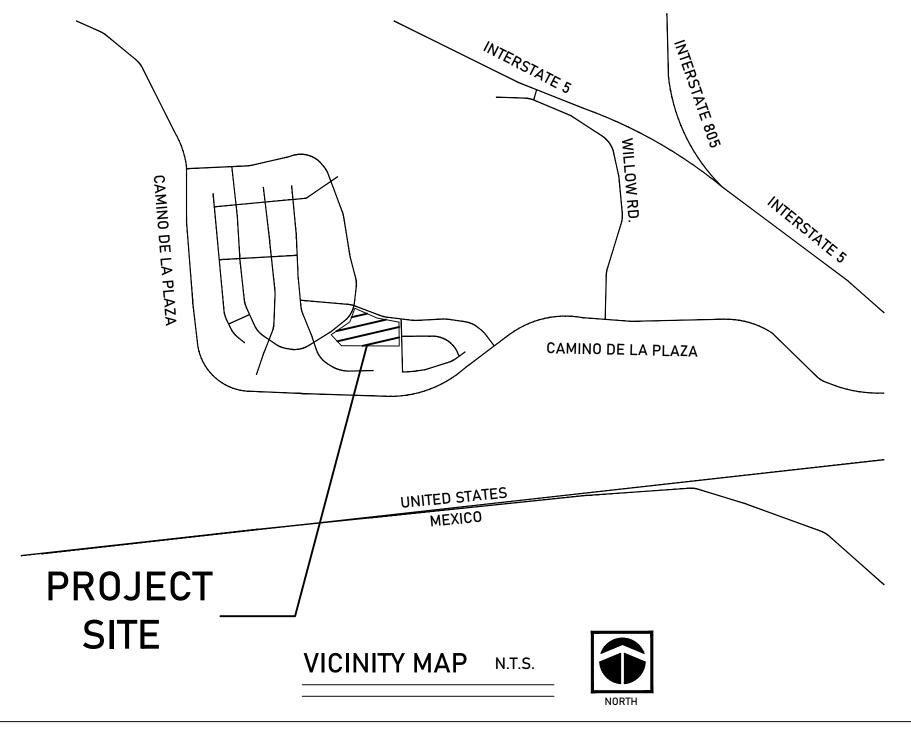
## **SPECIFICATIONS**

- 1. ALL PULL BOXES TO BE TYPE 3-1/2 PB (10-1/2" X 17-1/2" X 12"D) WITH CONCRETE BOLT DOWN COVER MARKED "ELECTRICAL" OR "CCTV" (BOX-C9EB, LID-C9R06). LEAVE 3' SLACK OF CONDUCTORS IN PULLBOX. SIZE PER SECTION 370-28, CEC. SEE DETAIL C/E201.
- 2. ALL CONDUIT BELOW GRADE TO BE MINIMUM 3/4" SCHEDULE 40 PVC, UNLESS OTHERWISE NOTED.
- 3. ALL SPLICES BELOW GRADE SHALL BE MADE IN APPROVED PULL BOXES AND SHALL BE WATERTIGHT. USE ONLY EPOXY ENCAPSULATED TYPE 3M BAGS OR
- 4. ALL BELOW GRADE CONDUIT SHALL BE SEALED UPON COMPLETION OF INSTALLATION.
- 5. ALL ELECTRICIANS TO HAVE PROOF OF CALIFORNIA ELECTRICIANS CERTIFICATE/CREDENTIALS.

## LEGEND



## SAN DIEGO, CA



SHEET INDEX						
SHEET#	DISCIPLINE CODE	DESCRIPTION				
29	E001	TITLE SHEET				
30	E101	LIGHTING PLAN				
31	E102	CONCEPTUAL LIGHTING PLAN				
32	E201	DETAIL SHEET				
33	E301	TITLE-24				

## NOTE TO CONTRACTOR

ANY CHANGE OR DEVIATION FROM THE LIGHTING SPECIFICATIONS ON PLAN SHALL NEED TO BE APPROVED BY THE ENGINEER OF RECORD. ALL ASSOCIATED COSTS INCURRED FOR HAVING TO RE-RUN PHOTOMETRIC LIGHTING STUDIES, REVISE ELECTRICAL PLANS AND CIRCUITRY, REVISE ELECTRICAL PANEL SCHEDULES, REVISE LUMINAIRE SCHEDULES, RE-CALCULATE TITLE-24 MANDATORY MEASURES, AND RESUBMIT TO THE BUILDING PLAN CHECK DEPARTMENT SHALL BE PAID BACK TO THE ENGINEER OF RECORD BY THE CONTRACTOR AND ELECTRICAL DISTRIBUTOR. NO REQUEST FOR SUBSTITUTIONS SHALL BE SUBMITTED WITHOUT FIRST HAVING BEEN REQUESTED BY THE PROJECT DEVELOPER. CONTRACTOR SHALL PROVIDE ENGINEER OF RECORD SUBMITTALS FOR APPROVAL FOR ALL LIGHTING PRODUCT SHOWN IN SCHEDULE BELOW PRIOR TO PROCUREMENT.

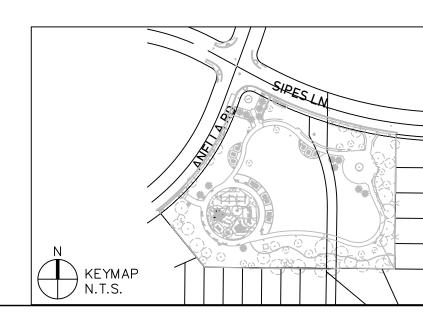
LUMII	LUMINAIRE SCHEDULE - CORAL GATE PARK  SPECIFIED BY: VISUAL CONCEPTS LIGHTING INC. PH: 858-278-4503																										
TYPI	Ξ	SYMBOL				FIX	TUF	RE			VOLTS				LAMPS			MOUNTING			;						
	αту		LUMENS	CBCP	KELVIN	FLOUR	INDUC	LED	) I	HPS	12	120	208	240	277	480	NO.	TYPE	WATTS	WELL	SURF	SPECIAL	WALL	POLE	DESCRIPTION	MFR & CATALOG NO.	
$\triangle$	8	o—	19700	N/A	3000												1	LED	140						PEDESTRIAN LIGHT SEE DETAIL A/E201	GE LIGHTING SOLUTIONS: EALS03_H5SW730 N A D1 BLCK GE LIGHTGRID NODE: ELWNOA5UG5-FU467 POLE: AMERON 1C620SPL W/AL TOP CAN ASSEM	
$ B\rangle$	5	o-	14700	N/A	3000			$\sqrt{}$				$\bigvee$					1	LED	122					X	PEDESTRIAN LIGHT SEE DETAIL A/E201	GE LIGHTING SOLUTIONS:  EACL01_ F3AN730 N A D1 BLCK  GE LIGHTGRID NODE: ELWNOA5UG5-FU467  POLE: AMERON 1C620SPL W/AL TOP CAN ASSEM	

CONSULTANT

**COMPANY ADDRESS:** 

NUMBER: 858.278.4503

SIGNING:



## **DESIGN PROFESSIONAL:**

VISUAL CONCEPTS LIGHTING INC. 4858 MERCURY ST, SUITE 210 SAN DIEGO, CA 92111 858-278-4503

## **SCOPE OF WORK**

REMOVE AND REPLACE EXISTING LUMINAIRES WITH NEW LED LUMINAIRES AND ADD ADDITIONAL POLES AND LUMINAIRES AS SHOWN ON PLAN TO MEET CITY OF SAN DIEGO PARKS AND RECS LIGHTING LEVELS. SEE LUMINAIRE SCHEDULE FOR FIXTURE AND POLE TYPES. LIGHTS SHALL BE CONTROLLED BY A PHOTOCELL LOCATED ON EACH LIGHT.

## NOTE TO PLAN REVIEWER



**\*\*\*\*\*\*\*\*\*\*\*\*\*** ALL EXTERIOR MOUNTED LUMINAIRES AND LAMP TYPE SHALL COMPLY WITH CITY O F SAN DIEGO OUTDOOR LIGHTING REGULATIO NS 142.740.

ALL EXISTING CIRCUITS BREAKERS ARE TO REMAIN AS IS. NO NEW CIRCUITS ARE BEING ADDED. THE LIGHTING REPLACEMENT HAS LOWERED THE POWER FROM 2000 WATTS TO 1730 WATTS, WITH 3 PLES BEING ADDED.

**PUBLIC CONTRACT** 

**INSPECTOR** 

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

0 1/2

## PLANS FOR THE CONSTRUCTION OF CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT TITLE SHEET

SPEC. NO 2269 ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 29 OF 33 SHEETS 4858 MERCURY STREET SAN DIEGO, CA 92111COMPANY PHONE JASON GRANI

APPROVED DATE FILMED DESCRIPTION BY 01/23/24 03/05/24

CITY OF SAN DIEGO, CALIFORNIA

**ORIGINAL** ADDENDUM A

1778-6310 CCS83 COORDINATES DRAWING NO. NTP DATE 0100207- 29 -D

NOC DATE

01/23/2024

NOTE: SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36", IT IS A REDUCED PRINT - SCALE ACCORDINGLY. ADDENDUM A REVISION DESCRIPTION: REVISED \ ELECTRICAL PLANS PER PLAN CHECK COMMENTS.

**ADDENDUM A** 

LING CHAN

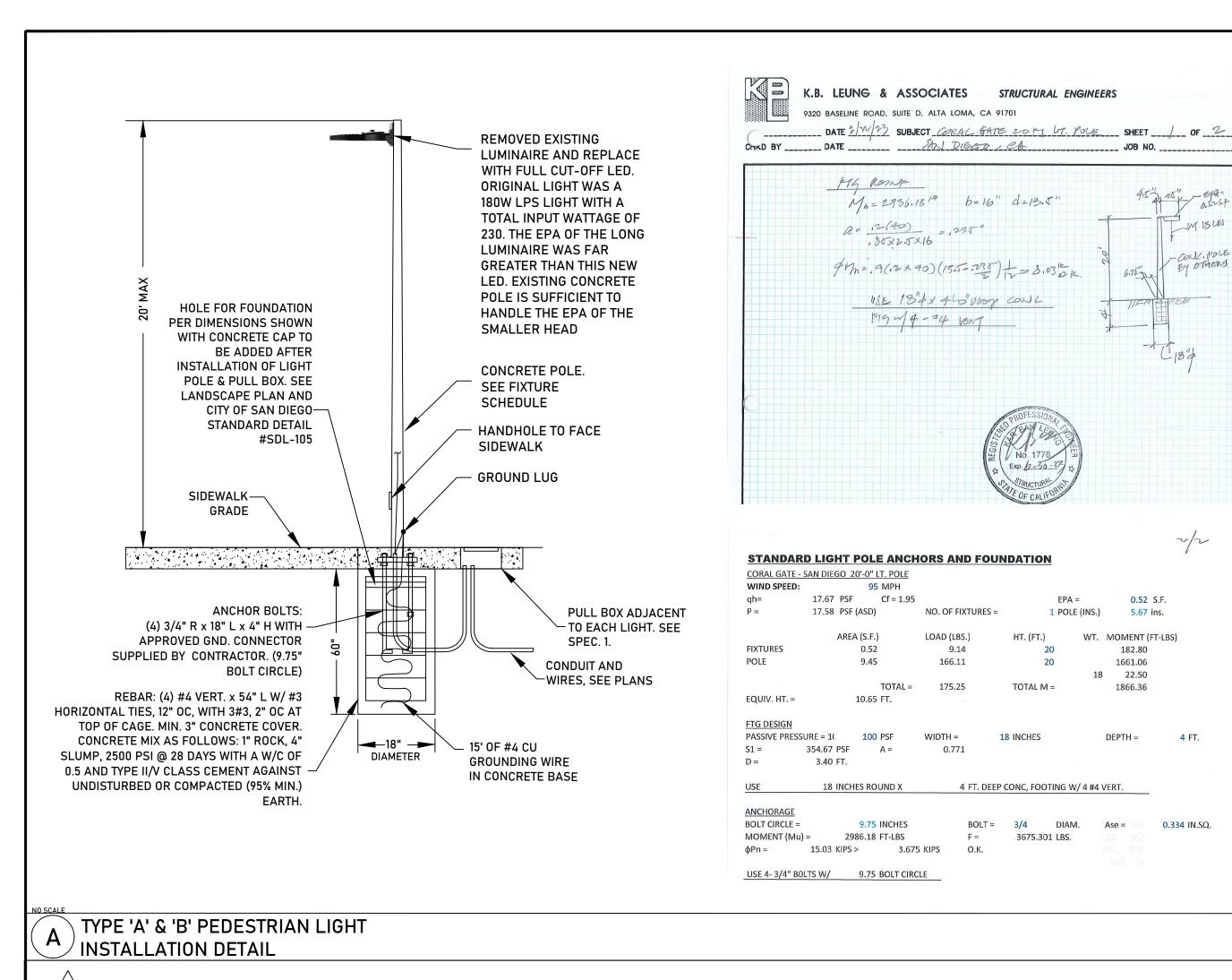
PROJECT MANAGER

NATHAN AUDO

PROJECT ENGINEER

138-1749

CCS27 COORDINATES



THE MATERIAL USED FOR BACKFILLING THE TRENCH ABOVE THE SHADING MATERIAL AND EXTENDING UPWARD TO THE SUBGRADE SHALL BE FREE OF ROCKS OR CLODS LARGER THAT 6" IN ANY DIMENSION. THE COARSE MATERIAL SHALL BE WELL DISTRIBUTED THROUGHOUT THE FINER MATERIAL. THE AMOUNT OF ROCKS OR CLODS SHALL BE LIMITED, IN THE OPINION OF THE INSPECTOR. THE BACKFILL MATERIAL SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE CODES, ORDINANCES AND CITY STANDARDS AND BE FREE OF DEBRIS AND ORGANIC MATTER. SHADING MATERIAL AND INSTALLATION:

**BACKFILL MATERIAL:** 

NATURAL SAND, MANUFACTURED SAND, DECOMPOSED GRANITE, ROCK FREE SANDY LOAM, EXISTING NATIVE MATERIAL OR COMBINATION THEREOF. AGGREGATE MATERIAL SHALL BE CAPABLE OF PASSING THROUGH A 1/2" SIEVE. GRAVEL SHALL NOT AMOUNT TO MORE THAN 50% OF MIXTURE. SCREENING OR OTHER SUITABLE MEANS MAY BE REQUIRED AT THE INSPECTORS DISCRETION. THE EARTH TRENCH BOTTOM SHALL BE STABLE WITH A UNIFORM GRADE CONTAINING NO HARD CLODS, ROCKS, AND ETCETERA. THAT MAY DAMAGE THE CONDUIT. IF IN THE OPINION OF THE INSPECTOR, THE CONDUIT MAY BE DAMAGED DURING COMPACTION, A 3" TRENCH WIDTH SHADE OF MATERIAL ABOVE AND BELOW THE CONDUIT MAY BE REQUIRED. FOR CONDUITS.

GRADE — CONDUIT AND WIRING, SEE -PLANS.

"ELECTRICAL". SEE SPEC. 1. INSTALL FLUSH WITH GRADE. - ALL BELOW GRADE CONNECTIONS SHALL BE WATERPROOF. SEE SPEC. 3. LEAVE MIN. 2' SLACK IN PULLBOX — 1" ROCK BEDDING 6" BEYOND SIDES OF BOX AND 10" DEEP. 3" INSIDE OF BOX.

CONCRETE

UNDERGROUND PULL

CONDUITS. BOLT-DOWN

**INSTALLED OVER** 

LID MARKED

EX. ANCHOR BOLT AND BASE PLATE GROUT. REMOVE AND REPLACE WITH SAME TYPE AND KIND WHERE CRACKED AND SPLAYING. A BASE COVER COULD BE USED IN PLACE OF THE CONCRETE CAP.— EX. FOUNDATION— GRADE—

SHADING AND BACKFILL SHOULD BE COMPACTED IN ACCORDANCE WITH **GOVERNMENTAL AGENCIES AND SHALL** HAVE A MINIMUM OF 90% RELATIVE COMPACTION. VERIFY REQUIREMENTS WITH INSPECTOR.

NOTE TO CONTRACTOR: MAINTAIN PROPER SEPARATION FROM ALL WET AND DRY UTILITIES PER THE CITY OF SAN DIEGO AND SDG+E.

TRENCH AND CONDUIT **INSTALLATION DETAIL** 

AS REQUIRED

FINISH GRADE

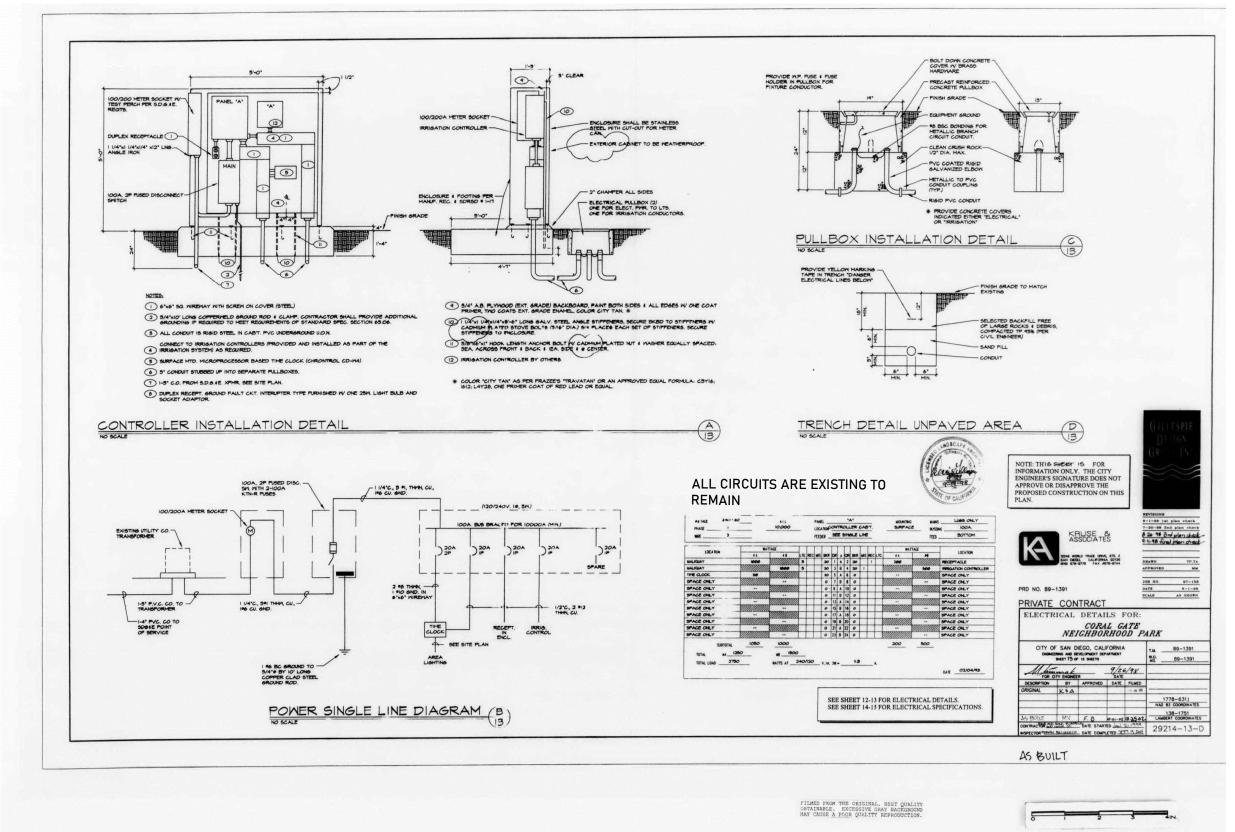
ELECTRICAL —

CONDUITS

C PULLBOX  ${\diagup}$ INSTALLATION DETAIL

NO SCALE **EXISTING** FOUNDATION DETAIL

"AS-BUILT" PLAN IS SHOWN "FOR REFERENCE ONLY" 



Page 53 of 87

PUBLIC CONTRACT CONSULTANT SPEC. NO 2269 COMPANY ADDRESS: 4858 MERCURY STREET SAN DIEGO, CA 92111COMPANY PHONE NUMBER: 858.278.4503 SIGNING:

PLANS FOR THE CONSTRUCTION OF CORAL GATE NEIGHBORHOOD PARK PLAYGROUND IMPROVEMENT **DETAIL SHEET** 

THEN DRAWING IS NOT TO SCALE. CITY OF SAN DIEGO, CALIFORNIA B-20057 **ENGINEERING & CAPITAL PROJECTS DEPARTMENT** WBS NO. SHEET 32 OF 33 SHEETS 01/23/2024 LING CHAN PROJECT MANAGER NATHAN AUDO PROJECT ENGINEER DESCRIPTION APPROVED DATE FILMED 138-1749 BY **ORIGINAL** 1/23/24 CCS27 COORDINATES ADDENDUM A 03/05/24 1778-6310 CCS83 COORDINATES

NTP DATE

NOC DATE

WARNING

0 1/2 

IF THIS BAR DOES

NOT MEASURE 1"

NOTE: SHEET SIZE AND SCALE: IF SHEET SIZE IS LESS THAN 24" X 36", IT IS A REDUCED PRINT - SCALE ACCORDINGLY. ADDENDUM A REVISION DESCRIPTION: REVISED  $\mathsf{A}ackslash$  ELECTRICAL PLANS PER PLAN CHECK COMMENTS.

CONTRACTOR

**INSPECTOR** 

PN: 050-270-4503 4050 MERCURY ST. STE. 210, SAN DIEGO, CA 92111 WWW.VISUALEDNEEPTS-NEEDM

**ADDENDUM A** 

0100207-32 -D

DRAWING NO.

EXISTING METER PEDESTAL AND

CIRCUITS TO REMAIN

## **Bid Results**

## **Bidder Details**

Vendor Name De La Fuente Construction, Inc.

Address 3025 Beyer Blvd Suite E-101

San Diego, California 92154

**United States** 

Respondee Jorge Diaz De La Fuente

Respondee Title President

Phone 619-512-5505

Email estimating@dlfci.com

Vendor Type SDB, MALE, LAT, CADIR

License # 919666 CADIR 1000043346

## Bid Detail

Bid Format Electronic

Submitted 03/20/2024 1:40 PM (PDT)

Delivery Method Bid Responsive

**Bid Status** Submitted **Confirmation** # 369437

## Respondee Comment

## **Buyer Comment**

## **Attachments**

File Title	File Name	File Type
<u> </u>	01-Contractors-Certification-of-Pending- Actions-F.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
	02-Mandatory-Disclosure-of-Business- Interests-Form-F.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
•	03-Prime-Debarment-and-Suspension- Certification-F.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
04-D&S-Subs-Suppliers-Vendors-F.pdf	04-D&S-Subs-Suppliers-Vendors-F.pdf	SUBS, SUPPLIERS, MANUF DEBARMENT AND SUSPENSION CERTIFICATION
05-Disclosure-of-Lobbying-Activities-F.pdf	05-Disclosure-of-Lobbying-Activities-F.pdf	DISCLOSURE OF LOBBYING ACTIVITIES
06-Bid-Bond.pdf	06-Bid-Bond.pdf	Bid Bond

## Subcontractors

## Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Туре
Anton's Service, Inc. 8865 Winter Gardens Blvd Lakeside, California 92040	Constructor - Demolition, Installation of Playground and Shade Structure	861069	1000002533	\$170,726.00	SDB, CAU, MALE, Local
Crafters Fence, Inc 9510 Pathway Street suite B Santee, California 92071	Constructor - Fencing	815320	1000014084	\$39,875.00	Local
Golden Triangle Land Surveying, Inc 1298 Navel Place Vista, California 92081	Constructor - Surveyor	PLS 6788	1000015071	\$26,910.00	ELBE, Local
<b>LD Supply</b> 1975 Clearbook Dr Chula Vista, California 91913	Supplier	NA	PW-LR-100115176	\$317,193.00	DVBE, DBE, WBE, MBE, FEM, SDVSB, WOSB, LAT, Local
Makelele Systems Landscape & Ma 420 N Twin Oaks Valley Road #2044 Makelele Systems San Marcos, California 92079		987557	1000028415	\$239,167.50	MBE, CADIR, MALE, LAT, SLBE, Local
Robertson Industries, Inc 2414 West 12th St, Suite 5 Tempe, Arizona 85281	Constructor - Safety Surfacing	667261	1000002700	\$233,798.40	CADIR
Siege Electric Inc 2911 State St Suite I Carlsbad, California 92008	Constructor - Electrical	1001521	1000059145	\$97,480.00	DVBE, DBE, MBE, CADIR, ELBE, SDVSB, SDB, MALE, Local

## Line Items

### Discount Terms No Discount

Item #	Item Code	Туре	Item Description	иом	QTY	Unit Price	Line Total	Response	Comment
Main Bid				\$3,175,528.00					
1	524126		Bonds (Payment and Performance)	LS	1	\$53,268.00	\$53,268.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
3	237990		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	\$20,000.00	\$20,000.00	Yes	
4	237990		Construction of Coral Gate Neighborhood Park Playground Improvement	LS	1	\$2,784,300.00	\$2,784,300.00	Yes	
5	237990		Mobilization	LS	1	\$95,000.00	\$95,000.00	Yes	
6			Field Orders (EOC Type II)	AL	1	\$130,000.00	\$130,000.00	Yes	
7	541330		Traffic Control and Working Drawings	LS	1	\$18,720.00	\$18,720.00	Yes	
8	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
9	541330		Biological Monitoring and Reporting - MBTA Nesting Survey	LS	1	\$10,800.00	\$10,800.00	Yes	
10	541330		WPCP Development	LS	1	\$1,040.00	\$1,040.00	Yes	
11	237310		WPCP Implementation	LS	1	\$12,400.00	\$12,400.00	Yes	

Coral Gate Neighborhood Park Playground Improvement (K-24-2269-DBB-3), bidding on 03/20/2024 2:00 PM (PDT)

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$3,175,528.00
Grand Total	\$3,175,528.00