



**ENGINEER OF WORK**

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

Brooke JP Whalen  
1) Registered Landscape Architect

March 12, 2024  
Date

Seal:



[Signature]  
2) For City Engineer

03/07/2024  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(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 for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM, 1 Working Day After Bid Opening	ALL BIDDERS
8.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
9.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
10.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
12.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
13.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
14.	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
15.	Listing of “Other Than First Tier” Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
16.	Form AA64 MBE/WBE Information and Form AA65 Section 3 Outreach Methods	Shall be submitted upon award	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **San Ysidro Activity Center Improvements**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,140,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 29, 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. **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. ENCOURAGED ONLINE PRE-BID MEETING:**

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

The Pre-Bid Meeting will be held on **Tuesday, March 26, 2024**, at **10:00 AM** (PDT) at:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 250 019 826 998

Passcode: eXRuH

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 945-468-5511,,274533456#](#) United States, Dallas

Phone Conference ID: 274 533 456#

[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 Failure to attend the Mandatory Pre-Bid Meeting may result in the Design-Builder's Bid being deemed non-responsive.

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

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

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

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

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

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

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

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

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

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

**4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

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

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

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <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 <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	ECPD092023-05

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
<p><b>NOTE:</b> *Available online under Engineering Documents and References at:  <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

**12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

**12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **"Subcontractors For Alternates"** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

**13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

**14. AWARD:**

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

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.



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

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

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

**25. PRE-AWARD ACTIVITIES:**

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

**PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND**

**FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:**

De La Fuente Construction, Inc., 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 EIGHT HUNDRED FIFTY THOUSAND SIXTY SIX DOLLARS AND ZERO**  
**CENTS (\$3,850,066.00)** for the faithful performance of the annexed contract, San Ysidro Activity  
Center Improvements; K-24-2246-DBB-3-A, and in the sum of **THREE MILLION EIGHT HUNDRED**  
**FIFTY THOUSAND SIXTY SIX DOLLARS AND ZERO CENTS (\$3,850,066.00)** 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 Samara

Mara W. Elliott, City Attorney  
By: Dana Farchild

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

Print Name: Dana Farchild  
Deputy City Attorney

Date: 7/3/2024

Date: 7/19/2024

CONTRACTOR De La Fuente Construction, Inc.

SURETY Markel Insurance Company

By: Jorge Diaz

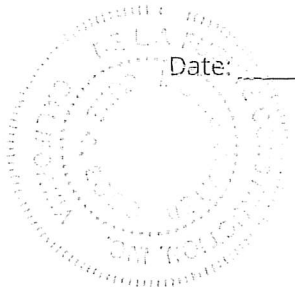
By: Alexander Karaniwan  
Attorney-In-Fact

Print Name: Jorge Diaz, President

Print Name: Alexander Karaniwan

Date: 6/07/2024

Date: 05/31/2024



110 W A St, Ste 725, San Diego, CA 92101

Local Address of Surety

619-297-3160

Local Phone Number of Surety

\$33,915.00

Premium

4469765

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 Bodensadt, 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:

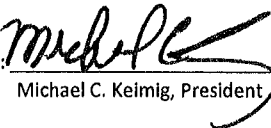
Thirty Million and 00/100 Dollars (\$30,000,000.00)

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."

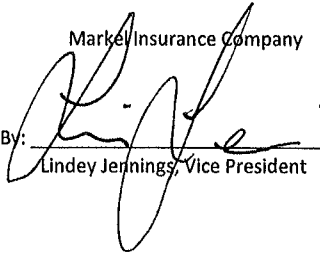
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company

By:   
Michael C. Keimig, President



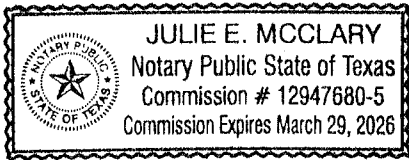
Markel Insurance Company

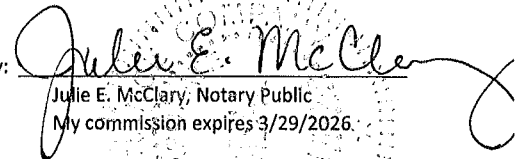
By:   
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

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.

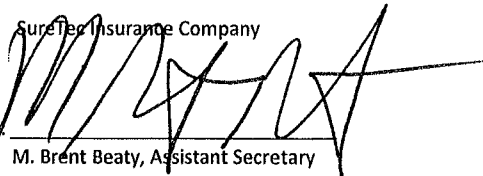


By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

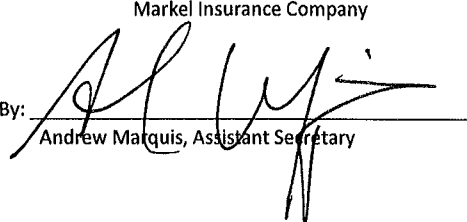
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 31st day of May, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego }

On MAY 31 2024 before me, Grant Jacka, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

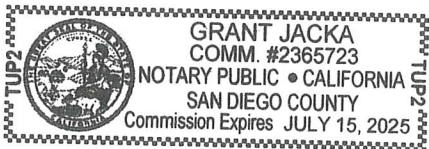
personally appeared Alexander Karaniwan  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten 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: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENTS



**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Improvements shall include accessible curb ramps and cast-in-place concrete paving, planter seatwall, site furnishings, drinking fountains, multi-purpose sports court, playground surfacing and play equipment, park identification sign, planting, irrigation, and other items as shown within supporting construction bid documents.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **0100355-001-D** through **0100355-64-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 **232 Working Days**.

**ATTACHMENT B**

**RESERVED**

**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

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

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



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

**F. SUBCONTRACTING.**

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

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

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

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

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

substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.

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

materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.

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

**I. PROMPT PAYMENT.**

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

administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount

actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 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**

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

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

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

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

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

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

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

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

**2. EQUAL OPPORTUNITY CLAUSES:**

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

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.



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

### 3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

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

**3.2.** Standard Federal Equal Employment Specifications.

1. As used in these specifications:
  - a) Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b) "Director" **means Director, Office of Federal Contract Compliance Programs**, United States Department of Labor, or any person to whom the Director delegates authority;
  - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d) Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

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

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

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

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

- school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a

particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 3.3.** Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin

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

**4. VIOLATION OR BREACH OF REQUIREMENTS:**

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

**5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

**5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS at [Equal Opportunity Contracting | City of San Diego Official Website](#) (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 <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.



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

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

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

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

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

**8.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

- 8.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 8.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.”
- 8.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Prevailing Wage Unit at 858-627-3200.
- 8.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 8.9.1.** A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 8.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

- 8.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 8.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.
- 8.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
- 8.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 8.12.2. Certified Payroll Records.** The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 8.12.3. List of all Subcontractors.** The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 8.11 above. (Labor code section 1773.3).

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

"General Decision Number: 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).

<p>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:</p>	<p>. 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.</p>
<p>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:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$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.</p>

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 <http://www.dol.gov/whd/govcontracts>.

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

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).....\$ 49.58		25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain 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 FINISHER.....\$ 37.87		14.13
TILE FINISHER.....\$ 32.44		12.54
TILE LAYER.....\$ 45.05		18.33

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....\$ 38.37		14.13
TERRAZZO WORKER/SETTER.....\$ 46.49		14.66x

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....\$	51.53	16.28
(2) Commercial Building....\$	46.30	16.28
(3) Heavy & Highway.....\$	51.40	16.28
(4) Residential Carpenter..\$	38.47	16.28
(5) Residential		
Insulation Installer.....\$	24.16	15.76
PILEDRIVERMAN.....\$	51.53	16.28

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CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

	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

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ELEC0569-001 06/05/2023

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 60.30	17.84
Electrician.....	\$ 59.46	17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 53.60	17.64
Electrician.....	\$ 52.85	17.62

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

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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, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission,		



transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

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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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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 ELEC0569-008 06/05/2023

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

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

	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

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 \* 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

	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
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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 \* 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

	Rates	Fringes
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & 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.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	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 following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); 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 bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 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)

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, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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



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

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

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 IRON0229-001 01/01/2024

	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

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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.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 34.29	20.77

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

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

#### LABORER CLASSIFICATIONS

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

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

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

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

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

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LABO0089-002 11/01/2020

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

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

inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water 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 tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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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

	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.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	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

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

	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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PAIN0036-001 07/01/2023

	Rates	Fringes
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.....	\$ 39.54	21.50
(2) Residential		

	Rates	Fringes
Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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PAIN0036-012 10/01/2023

	Rates	Fringes
GLAZIER.....	\$ 50.40	21.41

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PAIN0036-019 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.77	18.62

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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.

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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

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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		

	Rates	Fringes
and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26
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PLUM0016-011 09/01/2023		
	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 45.22	22.43
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PLUM0345-001 09/01/2023		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter.....	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28
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ROOF0045-001 07/01/2023		
	Rates	Fringes
ROOFER.....	\$ 41.30	12.04
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SFCA0669-001 01/01/2024		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.05	26.30
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SHEE0206-001 07/01/2023		
	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 50.20	30.80
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	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 <https://www.dol.gov/agencies/whd/forms> 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
<b>U.S. Small Business Administration (SBA)</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600 San Francisco, CA 94105	Dynamic Small Business Search <sup>1</sup> : <a href="https://dsbs.sba.gov/search/dsp_dsbs.cfm">https://dsbs.sba.gov/search/dsp_dsbs.cfm</a>
Stephanie Lewis: <a href="mailto:stephanie.lewis@sba.gov">stephanie.lewis@sba.gov</a>	Registration: <a href="https://connect.sba.gov/">https://connect.sba.gov/</a>
Technical Support: <a href="mailto:OCIOSUBNET@sba.gov">OCIOSUBNET@sba.gov</a>	Bid Notification <sup>2</sup> : <a href="https://subnet.sba.gov/client/dsp_Landing.cfm">https://subnet.sba.gov/client/dsp_Landing.cfm</a>
<b>U.S. Department of Commerce</b>	213-989-3190
Minority Business Development Agency (MDBA)	Bid Notification:
1055 Wilshire Blvd Suite 900 Los Angeles, CA 91107	<a href="http://www.mbda.gov">http://www.mbda.gov</a> <sup>3</sup>

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

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

Notes:

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

**14. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:**

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

**15. FORMS:**

- 15.1. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms:
  - 15.1.1. The following forms shall be completed and submitted within **4 Working Days after the Bid Opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.
    1. Form AA61 List of Work Made Available
    2. Form AA62 - Summary of Bids Received
    3. Form AA63 - Good Faith Effort List of Subcontractors Solicited

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

1. Form AA64 - MBE/WBE Information
2. Form AA65 - Section 3 Outreach Methods

(Only if CDBG funding **exceeds a threshold of \$200,000.**)

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

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

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

3. Form AA68 - Section 3 Project Closeout Report

(Only if CDBG funding **exceeds a threshold of \$200,000.**)

**FUNDING AGENCY PROVISIONS**

**FORMS**



**LIST OF WORK MADE AVAILABLE**

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

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

**AA61 - List of Work Made Available**







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

Organization:

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

General/Prime Contractor:

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

**SECTION 3 SUMMARY REPORT – OUTREACH METHODS**

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

**SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS**

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

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

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

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

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

**SECTION 3 – OUTREACH ATTEMPTS**

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

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

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

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

---

Signature Print Name and Title Date

**MBE INFORMATION FORM - NO CHANGE CERTIFICATION**  
**GENERAL CONTRACTOR**

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Project Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Signing Official/Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Signing Official/Representative

\_\_\_\_\_  
Print Title of Authorized Signing Official/Representative

\_\_\_\_\_  
Print Email of Authorized Official



### Section 3 Worker Certification Form

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

#### Section 3 Worker (24 CFR 75.5) Definition

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

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

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

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

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

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

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

---

**Signature** **Date**

**SECTION 3 SUMMARY CLOSEOUT REPORT- PRIME CONTRACTOR/SUBCONTRACTOR**

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

**SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS**

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

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

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

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

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

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

**24 CFR 75.25 – Reporting Tables**

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

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

## 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.

<b>HUD 2021 CDBG Income Limit</b>	<b>1 Person 80% of AMI</b>
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.*

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Signature	Name and Title	Date
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**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:
  1. General Provisions (A) for all Construction Contracts.

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### 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:

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

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

**Normal Working Hours:** Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

To the "WHITEBOOK", ADD the following:

- 111. Civil Engineer or Engineer of Work** shall refer to the California licensed Civil Engineer or consulting firm responsible for preparation of the grading plans, surveying and verifying as-graded topography.
- 112. Consultant** shall refer to the soil engineering and engineering geology consulting firm retained to provide geotechnical services for the project.
- 113. Soil Engineer** shall refer to a California licensed Engineer retained by the Owner, who is experienced in the practice of geotechnical engineering. The Soil Engineer shall be responsible for having qualified representatives on-site to observe and test the Contractor's work for conformance with these specifications.

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

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

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

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

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

**3-7.3.2 Asset Specific Red-lines.** To the “WHITEBOOK”, item 1, ADD the following:

- u) Dimensions for all installed remote control valve wires. Include number of spare wires at each location, and wire splice locations (if located other than inside remote control valve boxes and pull boxes).
- v) Dimensions for all new pressure line tie-in locations to existing mainline. Note any sections and locations of abandoned mainline within project limit of work.

**ADD:**

**3-8.8**

#### **Samples and Mock-ups.**

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

1. Mock-up Concrete Paving 1 (4-ft. X 4-ft.) including expansion joint and weakened plane tool joint.
  - a. Color: Natural gray concrete
  - b. Finish: Medium broom finish
2. Mock-up Concrete Paving 2 (4-ft. X 4-ft.) including sample expansion joint and weakened plane tool joint.
  - a. Color: Integral Color Davis Colors 'San Diego Buff'
  - b. Finish: Medium broom finish

3. Mock-up Sport Court Surface - (4-ft. X 4-ft.) including expansion joints and sawcut joint. Color Surface to include 2" white stripe, light blue color and green color.
  - a. Color: Natural gray concrete
  - b. Finish: Color Coats per Detail 'C' on sheet L17
4. Mock-up Trash Enclosure - Wall including all CMU block, cap, color, joint types, and finishes. 4' tall min. 4' long minimum
  - a. Color: "Pueblo Precision Block
5. Sample Tile 6"X6"X1/4" per Plans
6. Sample Tile 1-1/4" X 6" quarter round edge per plans
7. Sample Tile 1-1/4" X 6" quarter round edge per plans
8. Sample Tile Bottom Border 2x6 per plans
9. Sample of Rubber Surfacing per plans, 12"x12" minimum
10. Sample of Mulch (wood chips)
11. Sample Powder Coat for fence and gate
12. Sample Powder Coat for Playground Gateway Entry on sheet L14
13. Full size sample of sign as indicated in Section 220 in these special provisions.

**3-8.9 Specialty items.** To the "WHITEBOOK", ADD the Following:

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

1. Playground equipment
  - a. 2-5 Age Group Structure Equipment
  - b. 5-12 Age Group Structure Equipment
  - c. Outdoor Musical Instruments Equipment
  - d. Free-Standing Play Equipment
2. Playground safety surface: Poured-in-place rubber (PIP) surfacing
3. Precast Concrete Furniture (including Activity Center Monument Sign, Picnic tables, Benches and Trash and Recycling Receptacles)

4. Site Furnishings (including, Drinking Fountain and Bike Racks)
5. Vinyl Coated Chain Link Fence
6. Powder Coated Steel Fence
7. Powder Coated Steel Playground Gateway Entry and Sign
8. Tile for Gateway Entry Pilasters
9. Boulders
10. Photographs and nursery sources for all Trees
11. Photographs and nursery sources for all Shrubs
12. Agricultural Suitability & Fertility Analysis Report

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Geotechnical Investigation for San Ysidro Activity Center Parking Lot and ADA Improvements dated September 2, 2021 by KTUA Planning & Landscape Architecture.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1ALoAg7U14fxahByHmFQ3UX40IGEBYxyc?usp=sharing>

**3-10 SURVEYING.** To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-10 SURVEYING (DESIGN-BID-BUILD).**

**3-10.1 General.**

1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

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

1. Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you



shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.

2. The City's hired survey consultant will provide surveying services and on-site survey staking per plans including the following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
  - a) Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
  - b) Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
  - c) Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

**3-10.3 Payment.**

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

**3-12.8.3 Equipment.** To the "WHITEBOOK" item 4, DELETE in its entirety and SUBSTITUTE with:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets – Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys – Major Excavation".

**3-13.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.

**ADD:**  
**3-13.4**

**Site Observation Visits.**

1. Observations herein specified shall be made by the City and Design Consultants. The Contractor shall request site observations 48 hours minimum in advance of the time observation is required.
2. Site observations shall be required for the following parts of the work (completed portions of work shall be combined for single observation visit whenever possible):
  - a) Demolition mark out
  - b) Existing tree(s) assessment with city arborist
  - c) Irrigation assessment before demolition
  - d) Review of paving and site furnishing samples.
  - e) Review and approval of layout of concrete formwork.
  - f) Review and approval of landscape boulder placement.
  - g) When boulders are spotted in place in planters, but before holes are excavated. This shall coincide with review of and approval of proposed irrigation sleeve locations and placement.
  - h) Review of playground surfacing subgrade, playground equipment placement, and location of equipment footings.
  - i) Review of mainline and wire installation prior to backfill.
  - j) Review and approval of all proposed locations of sleeves, conduits, control wire routing, pressure supply line, manual and automatic control valves (manifold locations), pull boxes, backflow preventer, automatic controller and sprinkler heads.
  - k) Upon review and approval of boulder placement in planters, sprinkler heads must be spotted by the Landscape Architect according to providing sufficient distance from boulders for water coverage.
  - l) Review of operation of automatic irrigation valves.
  - m) Review of irrigation mainline and lateral line pressure tests.
  - n) Review of irrigation swing joint assembly installation.
  - o) Sprinkler coverage tests (provide automation from controller at time of test).
  - p) Review of playground safety surfacing wear-coat layer after placement and prior to being fully cured, when still able to be manipulated.
  - q) Incorporation of soil conditioner and fertilizer into the soil and upon completion of fine grading prior to planting.
  - r) Upon delivery of plant materials to the project site.

- s) Following irrigation system installation, when trees and shrubs are spotted in place for planting, but before planting holes are excavated.
  - t) Review of redline Irrigation As-Builts at completion of irrigation installation, prior to start of maintenance. Provide copy at site meeting.
  - u) When all specified work, except the maintenance period has been completed. Acceptance and written approval of completed work by the City shall establish the beginning of the maintenance and plant establishment period.
  - v) At the completion of the plant establishment period. This final site observation visit shall establish the beginning date for the plant material guarantee period.
3. Prior to commencing grading, a preconstruction conference shall be held at the site with the City, grading contractor, landscape architect, civil engineer, and geotechnical engineer in attendance.

#### **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 Audit of Play Equipment and Safety Surfacing.
    - 1) The contractor shall be responsible for providing an independent third-party audit of the playground area, safety surfacing, and all play equipment. The audit shall be conducted by a NRPA / NPSI certified playground safety inspector in accordance with NPSI standards. the audit shall determine compliance of the playground area, safety surfacing, and all play equipment with the most current versions of accessibility and safety standards, including the following: Americans with Disabilities Act (ADA); Consumer Product Safety Commission (CPSC) handbook for public playground safety; the American Society for Testing and Materials (ASTM) standard consumer safety performance specification for playground equipment for public use (ASTM F1487) and standard specification for impact attenuation of surface systems under and around playground equipment (ASTM F1292) and standard specification for determination of accessibility of surface systems under and around playground equipment (ASTM F1951). **Poured-in-place playground safety surfacing shall be tested on site after installation in accordance with ASTM F1292; manufacturer's certification is not acceptable.**

- 2) The contractor shall be responsible for correcting any items found not to be in compliance with the above standards as a result of the audit, at no charge to the city. The contractor shall provide to the resident engineer and project manager a signed letter stating that the playground area, safety surfacing and play equipment comply with all current applicable accessibility and safety standards. The letter shall include an itemized list corresponding to each audit item, describing all corrections and the date each correction was completed. If applicable, the letter may state that any equipment in question is certified by International Playground Equipment Manufacturers Association (IPEMA). (Provide manufacturer's proof of IPEMA certification.)

**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 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:

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

#### **5-4.2.2 Commercial Automobile Liability Insurance.**

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

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

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

#### **5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization.

There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability.

5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

**5-4.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor’s insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

#### **5-4.2.5 Contractors Builders Risk Property Insurance.**

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.
2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.



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

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

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

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

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

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

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

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

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

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

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected

officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

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

**5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 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".

**6-3.1 General.** To the "WHITEBOOK" item 3 subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation".

**ADD:  
6-6.1.1**

**Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **San Ysidro Activity Center Parking Lot and ADA Improvements (San Ysidro Activity Center Improvements)**, Project No. **B-20097.02.06**, 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.

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

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the “WHITEBOOK”, ADD the following:

3. The Lump Sum Bid Item for “**Construction of Park Improvements**” shall include, and not be limited to, playground surfacing and play equipment, multi-purpose sports court, planter walls, site furnishings, park identification sign planting irrigation, accessible curb ramps, paving, security lights, and other related improvements as specified in the Plans, Contract Documents, and Technical Specification.

**7-3.2.2.1 Progress Payment for Pipelines.** To the "WHITEBOOK" item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”, and final cleanup.

**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**

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

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

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

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

**201-1.2.4 Chemical Admixtures.** To the "GREENBOOK", subsection "a", Water Reducing, Set-Retarding, and Hydration Stabilizing Admixtures, ADD the following:

1. Integral Colored Concrete.  
Admixture for all integral-colored concrete shall be the following:
  - a) Admixture: Davis Color (Mix-Ready bags), or approved equal
  - b) Manufacturer: Davis Colors, or approved equal  
1-800-356-4848 [www.daviscolors.com](http://www.daviscolors.com)
  - c) Color/ Finish: As indicated on drawings
  - d) Minimum Standards: ASTM C 494  
ASTM C 979  
AASHTO M 194  
CRD C 87.
2. Prior to construction, provide concrete sample panel per 3-8.8, Samples and Mock-ups for all above color/finishes above for approval by Resident Engineer with coordination by the Landscape Architect.
3. Integral color shall consist of colored admixtures developed for use in ready mixed concrete. The product shall be made of the highest quality synthetic pigments, as well as other ingredients designed to enhance the color and improve the pigment dispersion, workability and finishing performance of the concrete.
4. Colored admixture shall be water-reducing, set controlling for horizontal or vertical architectural concrete that are compatible with a variety of finishes (broom finishes, sandblast finishes, smooth finishes.) Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.
5. Admixture products and procedures for installation shall be in strict accordance with the manufacturer's specifications and recommendations, and those published by the American Concrete Institute (ACI) and the Portland Cement Association (PCA).

**201-2.2.4 Reinforcing Supports.** To the "GREENBOOK", ADD the following:

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

**201-2.4.5 Tie Wire.** To the "GREENBOOK", ADD the following: Tie wire shall be 16 gauge, black annealed.

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

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

## **SECTION 206 – MISCELLANEOUS METAL ITEMS**

**ADD:**

**206-8 STEEL ORNAMENTAL FENCE.**

**206-8.1 General.**

Tubular steel components shall be hot dip galvanized after fabrication (free of burrs and sharp edges). Steel posts and rails shall be minimum 14-gauge, and steel pickets shall be minimum 16-gauge. Fence shall powder coated applied electrostatically.

**206-8.2 Material.**

- 1) Steel material for fence framework (i.e., tubular pickets, rails and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/A924M, with a minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-60.
- 2) Material for fence posts shall be 2-1/2" square x 14 Ga. tubing.
- 3) Material for gate posts shall be sized per drawings 14 Ga. tubing.
- 4) Material for fence pickets shall be 3/4" square x 16 Ga. tubing.
- 5) All steel components shall be powder coated as specified in the drawings, including color. Refer to Table 2 for Requirements. The manufacturer shall be PPG Industries or approved equal. Phone (800) 708-9678 [www.ppgindustrialcoatings.com](http://www.ppgindustrialcoatings.com)
  - a) Application Type: Electrostatic Spray
  - b) Shelf Life from Date of Manufacture (@40-60% RH): 80 °F Maximum - 12 Months

**206-8.3 Fabrication.**

1. Pickets, rails and posts shall be pre specified lengths in drawings.
2. Steel fencing and gate components shall be powder coated. Powder coat as specified in the drawings.

3. Contractor shall provide shop drawings of fencing and gates for approval by the Landscape Architect and Resident Engineer.

<b>Table 1 - Minimum Sizes for Posts</b>	
<u>Fence Posts</u>	<u>Panel Height</u>
Stated in the drawings	Refer to Details on Sheet L14, L15, L16, L18
<u>Gate Leaf</u>	<u>Gate Height</u>
	Refer to Details on Sheet L14, L15, L18
N/A	N/A

<b>Table 2 - Fence and Gate Powder Coating Performance Requirements</b>		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Color	-	RAL 8002 Signal Brown UD by PGG Industries or approved equal
Appearance	-	Smooth
Gloss	ASTM D-523	80 Minimum @ 60°
Adhesion	ASTM D-3359	100% (5B Pass)
Hardness	ASTM D-3363	2H Pencil (Eagle)
Impact Resistance	ASTM D-2794	100 In.-lbs. Direct
Conical Mandrel	ASTM D-522	1/8" Mandrel - No Cracking
Salt Spray	ASTM B-117	1000 Hrs. Pass <1/8" Scribe Creep - No Blisters
Humidity	ASTM D-1735	1000 Hrs. Pass <1/16" Scribe Creep - No Blisters

<b>Table 3 - Post Spacing</b>	
Span	
Post Size	Stated on the drawings



**206-9 STEEL HHS TUBE AND PERFORATED STEEL.**

**206-9.1 General.**

HHS (Hollow Structural Section) shall be 8 x 8 x ¼. Perforated steel shall be Stainless Steel, type 304, 11 GA, ¾" round on 1" staggered centers by McNichols Co. or approved equal. HHS and perforated metal shall be welded together per the drawings and shall be hot dip galvanized after fabrication (free of burrs and sharp edges) and shall be powder coated applied electrostatically.

**206-9.2 Fabrication.**

1. All components shall be powder coated. Powder coat as specified in below table or approved equal. Powder coat manufacturer shall be PPG Industries or approved equal. Phone (800) 708-9678 [www.ppgindustrialcoatings.com](http://www.ppgindustrialcoatings.com). See Table 1 below for powder coat requirements.
  - a) Application Type: Electrostatic Spray
  - b) Shelf Life from Date of Manufacture (@40-60% RH): 80 °F Maximum - 12 Months
2. Contractor shall provide shop drawings per drawings shown on sheet L14, for approval by the Landscape Architect and Resident Engineer.
3. Finish product shall be fabricated, and powder coated off-site and delivered to the site.

<b>Table 1 - HHS and Perforated Steel Powder Coating Performance Requirements</b>		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Color	-	RAL 6017 May Green UD by PGG Industries or approved equal
Appearance	-	Smooth
Gloss	ASTM D-523	80 Minimum @ 60°
Adhesion	ASTM D-3359	100% (5B Pass)
Hardness	ASTM D-3363	2H Pencil (Eagle)
Impact Resistance	ASTM D-2794	100 In.-lbs. Direct
Conical Mandrel	ASTM D-522	1/8" Mandrel - No Cracking

<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Salt Spray	ASTM B-117	1000 Hrs. Pass  <1/8" Scribe Creep - No Blisters
Humidity	ASTM D-1735	1000 Hrs. Pass  <1/16" Scribe Creep - No Blisters

**206-10 SIGNAGE.**

**206-10.1 Vehicular Accessible Signage.**

1. 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:
  - a) Accessible Parking Sign.
  - b) Tow Away Sign.

**206-10.2 Pedestrian Accessible Signage.**

1. Signs shall be fabricated as shown on the drawings:
  - a) Symbol of access 8"x6" as shown on sheet L14. The manufacturer shall be by adasigndepot.com or approved equal. Black color. Each side of gate. 4 total for project. Coat sign with anti-graffiti coating per these special provisions.
  - b) Not an accessible route sign per sheet L18 or approved equal. Coat sign with anti-graffiti coating per these special provisions.

**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.

**210-1.1.1 Anti-Graffiti Coating.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Materials shall be applied as specified:

<b>First Coat</b>	Aquaseal ME12 (Item 5200)
<b>Second Coat</b>	Permashield Base (Item 6100)
<b>Third Coat</b>	Permashield Premium (Item 5600 for matte finish)
<b>Fourth Coat</b>	Permashield Premium (Item 5600 for matte finish)

**ADD:**

**SECTION 219 – PLAYGROUND EQUIPMENT, SITE FURNISHINGS, AND POURED IN PLACE  
PLAYGROUND SAFETY SURFACING**

**219-1 PLAYGROUND EQUIPMENT.**

1. 2-5 Age Group Structure Equipment
  - a) Recycled wood-grain lumber panel below deck (169319a)
  - b) Playstructure seat (120818a)
  - c) Tree house roof w/o stack and w/o kids only sign(211190d)
  - d) Table panel db (130565a)
  - e) Transfer step w/2 Handloops db (185852a)
  - f) Deck link w/barriers steel end panels 3 steps (152907c)
  - g) Digifuse barrier panel above deck custom
  - h) Artwork/requires cp - 000000054 (217909a)
  - i) Welcome sign (Isi provided) ages 2-5 years direct Bury (182503a)
  - j) Footprint Stepper 16"
  - k) Footprint Stepper 8"
  - l) Cooltoppers single post pyramid roof db only1 (154884a)
  - m) Spyroslide 56"w/hanger bracket db1 (122033d)
  - n) Marble panel (173567)
  - o) Hole panel (115253a)
  - p) Rollerslide 40"dk db (123333a)
  - q) Ring-a-bell panel above deck (159459a)
  - r) Dtr pb hillscape wood-grain handhold set all cedar (cp000247)
  - s) Dtr pb hillscape wide top 48" deck wave climber cedar (cp000248)

t) Wood plank wiggle ladder 48"deck w/ Recycled Wood-Grain Handholds DB (169318C)

2. 5-12 Age Group Structure Equipment

- a) Cooltoppers full sail db only (136488a)
- b) Spyroslide with hanger bracket (122033)
- c) Talk tube at grade mounted db only (111363a)
- d) 42" arch bridge (114665)
- e) Vertical ascent 64"dk (145624c)
- f) Driver panel above deck (115228a)
- g) Sol spinner db1 (193174a)
- h) E-pod seat (166809a)
- i) Welcome sign (Isi provided) ages 5-12 years direct Bury (182503c)
- j) Pod climber 16"dk db right mounted handhold (156915a)
- k) Swigglenknots bridge w/grab bar attached to Deck db only (193171a)
- l) Spring pod db (120876a)
- m) Deck link w/barriers steel end panels 2 steps(152907b)
- n) Finger maze panel above deck (115229a)
- o) Omnispin spinner surface mount (173591a)
- p) Store front panel below deck(115254)
- q) Periscope panel above deck (117957a)
- r) Double swoosh slide 64"dk (130390a)
- s) Xylofun panel above deck (173565a)
- t) Hourglass panel above deck (123319a)
- u) Curva spinner db only (247179a)
- v) Space travel panel above deck (123483a)
- w) Transfer step w/2 handloops db (185852a)
- x) Grab bar (120901a)
- y) Loop Ladder 40"DK DB (128252A)

3. Outdoor Musical Instruments Equipment

- a) Rhapsody Tongue Drum without Mallet (253114)
- b) Rhapsody Animato Mettallophone (214438A)
- c) Rhapsody Cascata Bells (250340)

4. Free-Standing Play Equipment
  - a) Omnispin Spinner

**219-1.1**

**Play Structures.**

1. Play Structures shall conform to these Special Provisions. Products identified with "OR AN APPROVED EQUAL" have been specifically designed for this project or have had areas specifically designed to accommodate them and substitutions shall not be allowed without written approval from the City. Proposed substitutions shall be submitted at least 10 days prior to bid to be considered. No substitutions will be allowed after the deadline. Any approval of alternate manufacturers shall be by addendum prior to the bid date and shall not be allowed without written notification.
2. Safety zones shall meet ASTM standards for playground Safety, and shall include 6 additional inches between the edge of the safety zone and adjacent hardscape. Playground equipment dimensions are shown on the plans. Approved equal substitutions shall fit within the designed playground and hardscape surfaces while meeting safety zone requirements. Contractor shall provide documentation that proposed substitutions meet these requirements.
3. Written approval from the City shall be required before alternative installation procedures or subcontractors are used.
4. The design of the play structures is specified for user age groups, the configuration of the play space, and Americans with Disabilities Act (ADA)/Title 24/Consumer Product Safety Council requirements. Special features of the system include consideration given to safety zone requirements.
5. Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.
6. All clamps, T's and deck hangers shall carry a LIFETIME WARRANTY. All post caps shall carry a 25 YEAR WARRANTY. All posts shall carry a 15 YEAR WARRANTY. All decks, rails and loops shall carry a 10 YEAR WARRANTY. These criteria combined are considered consistent components within the overall product.

By Landscape Structures, Inc.  
Delano, MN 55328  
(612) 972-3391  
(612) 328-0035  
"OR APPROVED EQUAL"  
Contact: Jack Striegel: (714) 619-0100

7. The contract price for the Play Structures shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing the Play Structures as shown on the plans,

and as specified in these special provisions and as directed by the City, including clean - up, repairs, and guarantees.

**219-1.2 Freestanding Play Equipment.** To the "WHITEBOOK", ADD the following:

1. Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all freestanding play equipment as listed on the Materials Plan. Location of all freestanding play equipment shall be approved by the City.
2. Play structure and equipment colors shall be as indicated on the material plans. Color selections shall not differ in any shade and/or tone.

By Landscape Structures, Inc.

Delano, MN 55328

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"OR APPROVED EQUAL"

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**219-1.3 Performance Requirements.**

1. Safety: Safety surfacing within playground equipment zones shall meet or exceed the performance of CPC and ASTM F 1292 that a surface yield both a peak deceleration of now more than 200 g's, and a Head Injury Criteria (HIC) value of no more than 1,000 for a headfirst fall from the highest accessible portion of play equipment being installed as shown on drawings.
  - a) City of San Diego Parks and Recreation requires the HIC value is met before they will accept the project.
2. Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by a certificate of compliance.

**219-1.4 Accessibility.**

1. Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI0 Design Criteria. The requirements of the Americans with Disabilities Act Accessibility Guidelines (9ADAAG) 28 DFR Part 36 that provide equal or greater accessibility then the requirements of UFAS must also be met with children's outdoor play areas.
2. Safety surfaces intended to serve as accessible paths of travel for persons with disabilities shall be fire stable and slip resistant, and shall meet the requirements of FED-STD-795, 28 CFR Part 36, ASTM F1487, and ASTM F 1292.

**219-2****SITE FURNISHINGS.**

1. All furnishings shall be as listed on the Landscape Construction Legend
  - a) Drinking Fountain.
  - b) Bike Rack.
  - c) Removable Bollard
  - d) Basketball Goal/hoop
  - e) Volleyball Post Sleeve
  - f) Waste Receptacle.
  - g) Recycle Receptacle.
  - h) Bench with Back.
  - i) Picnic Table. 'Round'
  - j) Picnic Table. 'Square'
  - k) Accessible Picnic Table 'Round'
  - l) Accessible Picnic Table 'Square'
  - m) Accessible Picnic Table 'Rectangle'
  - n) Park Identification Sign.
2. Contractor shall provide shop drawings, manufacturer's cut sheets and specifications, including color charts, to the City for review and approval for all site furnishings. Location of all site furnishings shall be approved by the City.
  - a) Drinking Fountain shall conform to the San Diego Standard Drawings for Public Works Construction No. SDM with Silver Powder-Coat finish, as manufactured by Haws Drinking Faucet Company or an approved equal. Include Haws optional galvanized mounting anchors Model No. MTG.3501, or approved equal.
  - b) Bike Rack shall be Ring, by Landscape Forms. Cranberry color Powdercoat. (818) 541-6691, or approved equal.
  - c) Waste Container and shall be QCP QS-CAL2553SDW pre- cast concrete, drain, 40-gallon plastic liner, color 'Harvest, 'Craftsman's Etch' Finish, with Factory applied anti-graffiti coating Permashield 5400 by Quickcrete Products (QCP) (866) 703-3434, or approved equal.
  - d) Recycle Container and shall be QCP QS-CAL2553SDW pre- cast concrete, drain, 40-gallon plastic liner, color 'Harvest, 'Craftsman's Etch' Finish, modified with (1) Recycle Logo inset and painted QCP Blue, with Factory applied anti-graffiti coating Permashield 5400 by Quickcrete Products (QCP) (866) 703-3434, or approved equal.
  - e) Benches shall be QCP Victoria with Victoria style Armrest pre-cast concrete with back. Model Q1VIC84B 'Harvest, 'Craftsman's Etch' Finish with Factory applied anti-graffiti coating Permashield 5400, by Quickcrete Products (QCP) (866) 703-3434, or approved equal.

- f) Picnic tables shall be pre-cast concrete with integrated benches, with Factory applied anti-graffiti coating Permashield 5400 as indicated on Landscape Construction Legend, Quickcrete Products (QCP) (866) 703-3434, or approved equal.

**219-2.1 Pre-cast Concrete Furnishings.**

1. Concrete mix design to include a mixture of Portland Cement, water, coarse and fine aggregates, pure mineral oxide coloring agents (when applicable) to yield a minimum compressive strength of 5000 psi.
2. Product is cast in 1-piece with no assembly required.
3. Hairline cracks may develop over time. These are not structural failures, but inherent characteristics of the material itself.
4. Air pockets are a common occurrence in precast products. The frequency and size of air pockets are variable and to be expected, especially on vertical surfaces.
5. Concrete corners and edges will chip if not handled according to guidelines. Patch kits are available but may or may not blend and can be variable.
6. Pre-cast concrete Site Furnishing products shall be supplied with manufacturer applied Permashield 5400 non-sacrificial graffiti control system.
7. See Landscape Construction Legend (Sheet L6) for additional information.
  - a) The contract price paid for Site Furnishings shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Site Furnishings and minor concrete complete in place, and no additional compensation will be allowed, therefore.
8. Pre-cast Concrete, Park Identification Sign. Contractor shall furnish and install sign wall with Anti-graffiti coating per plans, manufacturer's specifications, and approved shop drawings. Pre-cast concrete sign products shall be supplied with manufacturer applied non-sacrificial graffiti control system.

**219-3 PLAYGROUND SAFETY SURFACING MATERIALS.**

**219-3.1 Material Types.**

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

1. Surfacing for tot lot play shall be poured-in-place rubberized safety surface and shall meet the requirements of CPSC and ASTM for play areas. Poured-in-Place



Rubber Safety Surfacing shall include a color wear layer and an impact attenuating cushion layer.

2. Synthetic surfacing shall consist of an impact attenuating substrate and wear surface bonded to produce unified system. synthetic surfacing shall consist of a uniform material manufacturer in such a way that the top portion meets the requirements specified herein for wear surface. The type of synthetic safety surfacing shall be a poured-in place system with colors as indicated on the drawings.
3. Impact attenuating cushion layer: Impact attenuating cushion layer shall consist of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient, porous material. Strands of SBR may vary from 0.5 mm-2 min. thickness, by 3 mm-20 mm in length. Foam or granular rubber may not be permitted in substrate. Binder shall not be less than 12 percent, nor more than 16 percent, of the total weight of rubber, and shall provide 100 percent coating of the particles. The substrate shall be compatible with a poured-in-place wearing surface and shall meet requirements herein for impact attenuation.
4. Poured-in-Place Color Wear Surface: Wear surface shall consist of Thermo Plastic Vulcanized Rubber, TPV particles adhered with an aliphatic polyurethane binder formulated to produce an even, uniform surface. TPV particles shall meet requirement of ASTM D 412 for tensile strength and elongation, ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 % rubber hydrocarbons. TPV shall be peroxide cured. Size of rubber particles shall not be less than 1 mm nor greater than 4 mm across. Binder shall not be less than 20 percent, nor greater than 20 percent, of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles, thickness of wear surface shall be a minimum 12.7mm (1/2 inch). The wear surface shall be porous.
5. Binder: Binder for synthetic surfacing shall be non- toxic, weather resistant, ultraviolet stable, non-hardening, retaining impact attenuating qualities, and shall be 100 percent solid polyurethane, methylene diphenyl isocyanate (MDI) or as recommended by the manufacturer. No toluene diphenyl isocyanate (TDI) shall be used. Weight of polyurethane shall be less than 1.02 Kg/1 (8.5 lbs/gal) 8.5 lbs/gal, nor more than 1.14 Kg/1 (9.5 lbs/gal) 9.5 lbs/gal.
  - a) Binder for wear layer to be aliphatic polyurethane resin.
  - b) Binder for cushion layer to be aromatic polyurethane resin.

### 219-3.2 Definitions.

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

2. **Fall Height:** Fall height is a measurement defined as the “vertical distance between a designated play surface and the protective surfacing beneath it.
3. **TPV:** Thermoplastic Vulcanized Elastomer. Developed using resin and synthetic rubber with higher UV stabilization.
4. **E.SBR:** Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene.

### 219-3.3

#### **Qualifications.**

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

### 219-3.4

#### **Submittals.**

1. The following shall be submitted:
  - a) Manufacturer's descriptive data and installation instructions, including cleaning and preventative maintenance instructions.
  - b) Drawings showing shop details of the safety surfacing system, including depths of materials, anchoring system, and edge details.
  - c) A list of all materials and components to be installed as part of the system, by weight and/or volume and recommended coverage, including manufacturer's name, shipment date, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.

- d) Statement signed by an officer authorized to certify on behalf of the manufacturer of the synthetic safety surfacing attesting that the surfacing meets the requirements of ASTM F 1292 for a head first fall from the highest accessible portion of specified playground equipment. The statement shall provide the name, address, and telephone number of the testing company, the date of the test, and the test results.
- e) Statement signed by the manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer's employees and that Playground surfacing installation shall not be performed by subcontractors, "Certified Licensed Applicationers" or anyone not employed full time by the Manufacturer. Contractor must have a current California Contractor's License No. C61-D12, synthetic surfaces.
- f) A Certificate of Insurance, shall be provided by manufacturers of synthetic safety surfacing for use as safety surfacing, covering both product and general liability, of not less than \$1,000,000. The issuing underwriter shall be AA rated.
- g) Sample of safety surface for review, minimum size 300mm (12 inches) by 300 mm (12 inches) proposed for this project.
- h) Two copies of color charts displaying manufacturer's color selections and finishes proposed for use. Colors shall be as shown on Materials Plans.

### **219-3.5 IDEMA Certifications and ASTM Testing Standards.**

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

1. Installation of safety surfaces shall be in accordance with most recent revision of ASTM F1951 – Determination of accessibility of surface systems around playground equipment and the most recent revision of ASTM F1292 for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
2. The poured-in-place system and the E.W.F. shall be installed in compliance with the Critical Fall Height as determined by the Playground Equipment.
3. The Poured-In-Place safety surfacing must meet IPEMA Certification specific to poured-in-place safety surfacing, and specific to ½" layer of 1-3mm EPDM over cushion layer. Manufacturer must provide proof of certification as follows: "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to

ASTM F1292-04 and ASTM F2075-04. A list of current validated products, their thickness and critical heights may be viewed at [www.ipema.org](http://www.ipema.org)”

- a) ASTM standards for Poured-in-Place rubber safety surfacing must be met as follows:
- b) ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
- c) ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
- d) ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
- e) ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment
- f) ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
- g) ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047
- h) ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

**219-3.6 Warranty and Maintenance.**

- 1. The Contractor and/or poured in place safety surfacing manufacturer must provide the following:
- 2. The poured in place safety surfacing manufacturer shall provide a warranty to the owner that covers defects in materials and workmanship of the rubber for a period of TEN (10) years from the date of Substantial Completion. Engineered wood fiber shall be warrantied for a minimum of FIFTEEN (15) years.
- 3. The manufacturer’s warranty shall include general wear and tear. The warranty shall specifically exclude vandalism, high heel punctures, acts of war or acts of nature beyond the control of the owner or the manufacturer.
- 4. All poured in place warranties shall be limited to repair or replacement of the affected areas and shall include all necessary materials, labor, transportation costs, etc. to complete said repairs. All warranties are contingent on the full payment by the owner of all pertinent invoices and adherence to any required maintenance procedures.
- 5. The manufacturer shall instruct the owner's personnel on proper maintenance and repair of the safety surface.

**219-3.7 Quality Assurance and Compliance.**

Safety surfaces must meet the following quality assurance standards:

1. Accessibility of Surface Systems -ASTM F1951-08: Determination of accessibility of surface systems under and around playground equipment.
2. Impact Attenuation -ASTM F1292: Standard Specification for Impact Attenuation of Surfacing Materials within the Use Zone of Playground Equipment.

**219-3.8 Delivery, Storage, and Handling.**

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

**ADD:**

**SECTION 220 – ARCHITECTURAL SIGNAGE**

**220-1 SIGN.**

**220-1.1 General.**

Signs shown on Sheet L14 shall be as follows:

1. Manufacturer: Signs.com (888) 222-4929 or approved equal
2. Shop Drawings Required
3. Sample Required.
4. Material: Acrylic
5. Size: 74" Long x 20" Tall
6. Thickness: ¼"
7. Rounded corners (1")
8. Second surface as per manufacturer.
9. Pre-drilled holes ¼" Dia. Spacing per Sheet L14
10. Colors per Sheet L14
11. Provide two (2) signs
  - a. Entry side into playground shall read Vamos a jugar. Font and size per Sheet L14
  - b. Exit side of playground shall read Vuele pronto. Font and size per Sheet L14
12. Attachment per details on Sheet L14
  - a. #10 x 1" type 410 SS self-tapping metal screws or approved equal. Spacing per Sheet L14.

## 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. 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.
11. 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. 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.
  - b. Providing continuous pedestrian and vehicular within the project area, and as directed by the Engineer.
  - c. Sawcutting of concrete and asphalt concrete at joints and construction limits.
  - d. Protection of existing improvements designated to remain in place. Contractor shall be responsible for replacement of improvements damaged during clearing and grubbing or construction activities at no additional cost.

### 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:

1. 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.

2. 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.
3. Payment for Unclassified Excavation shall be included in the lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the Resident Engineer.

**300-3.5.1 Requirements.** To the "WHITEBOOK", ADD the following:

3. 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.
4. 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.

**ADD:  
300-12**

**FINISH GRADING.**

1. Finish grades shall be measured at the top surface of materials.
2. The Contractor shall take every precaution to protect and avoid damage to underground utilities during his grading and conditioning operations.
3. 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.
4. 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.
5. 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**

**301-1.6**      **Preparatory Repair Work.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1.      Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2.      No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3.      Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4.      After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5.      You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
  - a.      Offset distance of the appurtenance from the curb face
  - b.      The limits of the appurtenance or corners of the vault/box
6.      The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.
7.      You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8.      If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.



9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Class 2 aggregate base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1, "General".
18. Recycled base material shall conform to Class 2 aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth

in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
  - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
  - b. Base repairs shall have a minimum depth of 10".
  - c. You shall repair the areas shown in the appendices of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
  - d. When additional base material is required, then you shall use Class 2 aggregate base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
  - e. Recycled base material shall conform to Class 2 aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
  - f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement.
  - h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of

"Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The "asphalt concrete base" shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE".

- i. Base repair with asphalt concrete base areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. A base repair is considered unscheduled when it is not identified in the appendices as "DO" prior to initiation of preparatory work or when you are directed by the Engineer to perform an unscheduled base repair for the proper placement of an asphalt overlay.
- l. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of Class 2 aggregate base material placed or as directed by the Engineer.

**301-1.7 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- a. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- b. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.

- c. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
- d. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Excavate and Export (Scheduled, 10 Inch)"** and **"Excavate and Export (Unscheduled, 10 Inch)"**, **"Asphalt Concrete Base (Scheduled, 5 Inch)"** and **"Asphalt Concrete Base (Unscheduled, 5 Inch)"**, **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
- e. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"**.
- f. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavate and Export (Scheduled, 10 Inch)"** or **"Excavate and Export (Unscheduled, 10 Inch)"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
- g. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

**301-2 UNTREATED BASE.**

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

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

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

- 1. Payment for Class 2 aggregate base material installed shall be made at the Contract Unit Price for **"Class 2 Aggregate Base (Scheduled, 5 Inch)"** and **"Class 2 Aggregate Base (Unscheduled, 5 Inch)"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

## SECTION 302 – ROADWAY SURFACING

**302-5.2 Pavement Restoration Adjacent to Trench.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.**

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING, and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6, "Preparatory Repair Work", and as shown on the Plans.

**302-5.2.1 Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9, "Measurement and Payment", and paid for under Bid Item **"Asphalt Concrete Overlay (2 Inch)"**, unless separate Bid items have been provided. The following shall be included in the payment for **"Asphalt Concrete Overlay (2 Inch)"**:
  - a) Saw-cutting existing edges.
  - b) Applying tack coat.
  - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12, "Payment", and paid for under Bid Item **"Cold Milling (2 Inch)"**.
3. The payment for base repair Work shall be made in accordance with Section 301-1.7, "Payment".

**302-6.1 General.** To the "WHITEBOOK" item 3 DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

## SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

### 303-1 CONCRETE STRUCTURES.

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

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

- a) Concrete Catch Basin

#### 303-1.11 **Measurement.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Payment for concrete structures shall be included in the total lump sum project price 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 CONCRETE CURBS, WALK, GUTTER, CROSS GUTTERS, ALLEY INTERSECTIONS ACCESS RAMPS, AND DRIVEWAYS:

#### 303-5.5 **Finishing.**

#### 303-5.5.3 **Walk.** To the "GREENBOOK", DELETE Paragraph 1 in its entirety and SUBSTITUTE with the following:

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

To the "GREENBOOK", DELETE First Sentence in Paragraph 3 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.

To the "WHITEBOOK" ADD the following:

3. Expansion joints shall be placed as indicated on drawings and shall be filled with Premolded Joint Filler: Nonextruding and Resilient Filler (Bituminous) (ASTM D1751).
4. 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."

## SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

**306-1 General.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**306-3.3.4 Payment.** To the "WHITEBOOK" ADD the following:

12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

**306-15 PAYMENT.** To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

**306-15.1 General.** To the "WHITEBOOK" item 1 subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n) Permanent resurfacing. See 306-1 General for permanent pavement restoration requirements.

**306-15.6 Hydrants.** To the "WHITEBOOK", ADD the following:

5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
6. See 306-1 General for permanent resurfacing requirements.

**306-15.7 Buried Structures.** To the WHITEBOOK, DELETE in its entirety and SUBSTITUTE with the following:

**306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the

street surface (See 306-1 General for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

**306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See 306-1 General for permanent resurfacing requirements.

**306-16.6 Payment.** To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) See 306-1 General for permanent resurfacing requirements.

**306-17.2 Payment.** To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See 306-1 General for permanent resurfacing requirements.

## **SECTION 307 - JACKING AND TUNNELING**

**307-1 JACKING OPERATIONS.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"



- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**307-1.7 Payment.** To the "WHITEBOOK" ADD the following:

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 3. See 307-1 JACKING OPERATIONS for permanent resurfacing requirements.

### **SECTION 308 - MICROTUNNELING**

**308-1 General.** To the "GREENBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**308-10 RESTORATION OF SURFACE IMPROVEMENTS.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section 308 -1 General for permanent resurfacing requirements.

**308-12 PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "**Sewer Main by Microtunneling with Steel Casing**".

## **SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

**315 - 1 GENERAL.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**315-14 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

3. See Section 315 -1 GENERAL for permanent resurfacing requirements.

## **SECTION 316 - PIPE BURSTING**

**316 - 1 GENERAL.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"

- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**316-9 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

- 3. See Section 316 -1 GENERAL for permanent resurfacing requirements.

### **SECTION 317 - PIPE FUSION**

**317-1 PIPE FUSION FOR SEWER MAINS.** To the "WHITEBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**317-1.10 Payment.** To the "WHITEBOOK", ADD the following:

- 3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

**317-2.12 Payment.** To the "WHITEBOOK", ADD the following:

- 3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

**ADD:**

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

**ADD:**

**318.1 Protection of Work.**

- 1. 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.

**ADD:**

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

**319-1 INSTALLATION OF SAFETY SURFACING.**

**319-1.1 Project/Site Conditions.**

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

**319-1.2 Sequencing and Scheduling.**

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

**319-1.3 Site Preparation and Requirements.**

1. Subgrades must be free of stones, roots, and other vegetation.
2. Finished Grade: Verify that finished elevations of adjacent areas are as indicated on the drawings and safety surfacing manufacturer's direction, that the subgrade elevation has been established for the safety surface to be installed, and that the subsurface has been installed in a true, even plane, and sloped to drain as indicated on drawings. Verify that all surface irregularities have been corrected.
3. Subsurface: Tolerance of compacted subgrade shall be within 3 mm (1/8-inch) 1/8-inch in 3050 mm (10 feet) 10 feet. Tolerance of aggregate subsurface shall be within 10 mm (3/8-inch) 3/8 inch in 3050 mm (10 feet) 10 feet. Verify that aggregate subsurface have been fully compacted to 95 percent.
4. Drainage: Verify that subsurface drainage has been installed to provide positive drainage.
5. Install permeable concrete slab as indicated on the plans.

#### **319-1.4 Synthetic Safety Surface Installation.**

##### **319-1.4.1 Poured-in-Place System.**

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

##### **319-1.4.2 Poured-in-Place Substrate Cushion layer.**

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

##### **319-1.4.3 Poured-in-Place Color Wear Surface.**

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

##### **319-1.4.4 Thickness.**

1. Construction methods, such as use of measured screeds 1/16-inch thicker than the required surfacing depth, shall be employed to ensure full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.

##### **319-1.4.5 Clean-up.**

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

##### **319-1.4.6 Protection.**

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

##### **319-1.4.7 Manufacturer's Service.**

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

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

#### **SECTION 400 – PROTECTION AND RESTORATION**

**400-1 GENERAL.** To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

#### **SECTION 401 – REMOVAL**

**401-3.1 Concrete Pavement.** To the "WHITEBOOK", ADD the following:

4. See Section 400 -1 GENERAL for permanent resurfacing requirements.

**401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.** To the "WHITEBOOK", ADD the following:

7. See Section 400 -1 GENERAL for permanent resurfacing requirements.

#### **SECTION 402 – UTILITIES**

**402-1.1 General.** To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the

Engineer. See Section 400 -1 GENERAL for permanent resurfacing requirements. To the "WHITEBOOK", DELETE item 2 in its entirety and SUBSTITUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation".

**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.

**402-8**      **PAYMENT.** To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

#### **SECTION 404 – COLD MILLING**

**404-1**      **GENERAL.** To the "WHITEBOOK" item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or as shown on the Plans.

#### **SECTION 500 – PIPELINE REHABILITATION**

**500-1**      **GENERAL.** To the "WHITEBOOK", ADD the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"

- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**500-4.7** **Payment.** DELETE in its entirety and SUBSTITUTE with the following:

1. The point repair Work shall be measured and paid for in the Bid item for each **"Point Repair for Existing Sewer Main"**. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See 500-1 General for permanent pavement restoration requirements.

**SECTION 503 – SERVICE LATERAL REHABILITATION**

**503-1** **GENERAL.** To the "WHITEBOOK", ADD the following:

7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**503-6** **PAYMENT.** To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid item for each **"Point Repair for Existing Sewer Lateral"**. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly



proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

### **SECTION 700 – MATERIALS**

**700-1.3 (86-1.02B) Conduit.** To the "WHITEBOOK" item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

### **SECTION 701 - CONSTRUCTION**

**701-2 PAYMENT.** To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

### **SECTION 800 – MATERIALS**

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

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

Nitrogen	6%
Phosphorus	20%
Potassium	20%

3. City of San Diego Requirement: The soils test will determine the percentages of N.P.K. for the pre-plant fertilizer.

**800-1.2.3.2 Post-plant Fertilizer.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

1. City of San Diego Requirement: The soils test will determine the percentages of N.P.K. for the post-plant fertilizer.

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

**Type 9 Mulch** shall be 2 inches maximum in size.

To the “WHITEBOOK” item 3, subitem g, DELETE in its entirety and SUBSTITUTE with the following:

- g) Type 7 Mulch ‘walk-on’ (wood chips) with size range 1-3-inch, ground bush and tree trimmings, such as Agriservice Everbloom Mulch, or approved equal. Mulch shall be free from animal waste, metal pieces, rubbish, or other undesirable materials. Mulch shall be 2-inch minus with 95% by volume conforming. Apply mulch to the depth specified on plans, at the rate recommended by the manufacturer.

**800-1.4.1 General.** To the “WHITEBOOK”, ADD the following:

8. Plants shall be in accordance with the California State Department of Agriculture’s regulations for nursery inspections, rules and grading.

The City is the sole judge as to acceptability for each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately “overgrown,” or are showing any signs of decline or lack of vigor are subject to rejection.

The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the Special Conditions or drawings. Plants larger in size than specified may be used with the approval of the City, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.

Rejection or substitution. All plants not conforming to the requirements herein specified, shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants by the Contractor, at his expense.

Right to changes. The City reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes does not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before commencement of planting operations.

Pruning. At no time shall the trees or plant materials be pruned, trimmed or topped prior to delivery, and any alteration of their shape shall be conducted only with the approval and in the presence of the City.

Handling and protection. All plants at all times shall be handled and stored so that they are adequately protected from drying out, from wind burn, or from any other injury. Any plant determined by the City to be wilted shall be rejected at any time during this project, whether in the ground or not.

All plants shall be handled solely by their containers. Any plant that has been handled by its stem or trunk shall be rejected. The Contractor's on-site plant storage area shall be approved by the Resident Engineer prior to the delivery of any plant material.

Guarantees. All trees shall be guaranteed for one (1) year from final acceptance of project (at the completion of the plant establishment and maintenance period). All other plant material shall be guaranteed for six (6) months from final acceptance.

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

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

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

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

**ADD:**

**800-1.7 Filter Fabric.**

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

**800-1.8 Weed Barrier Fabric.**

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

## **SECTION 801 – INSTALLATION**

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

5. As directed by the City, the Contractor shall prune and thin out approximately 1/3 of the overhead canopy of all trees to be saved in their current locations. This shall be executed within two weeks prior to construction. All cuts shall be clean and flush and shall be angled to prevent water ponding. Pruning operations shall not adversely affect the shape and character of the trees. Pruning shall remove lateral branches only. All main, primary, and secondary branches shall not be removed. All vines shall be removed from tree canopies.

**ADD:  
801-1.4**

**Maintenance.**

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

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

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

**800-4.1**

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

7. Plant installation shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice. No planting shall be done in any area until the area concerned has been satisfactorily prepared in accordance with these specifications.

Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the City. The Contractor shall obtain approval of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations.

No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

Prior to any excavation, the exact positioning and location of trees to be planted in existing lawn areas shall be done on site with Landscape Architect. Contractor shall flag all existing rotor sprinkler locations in the proximity of the proposed tree locations on the plans prior to meeting with the Landscape Architect.

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

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

**ADD:**

**801-4.10 Bark Mulching.**

All areas to receive shrubs and ground covers shall be mulched by covering the entire surface of the planting area with a three inch (3") deep minimum layer of Type 7 bark mulch.

**801-5 IRRIGATION SYSTEM INSTALLATION.**

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

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

Work on the existing irrigation system, including verifying components and their functional (operational) condition shall be included in the scope of work. All work shall occur in the presence of the Engineer prior to the start of any work. A written record, including any photos of the findings shall be created as part of the project records, aside from as-built drawings. This shall set in place the identified existing conditions.

**801-7 MAINTENANCE OF EXISTING TREES.**

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

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

## SECTION 901 – INSTALLATION AND CONNECTION

**901-1.1.2.3 High-lining Removed by the Contractor.** To the "WHITEBOOK" item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation".

**901-2.4 Pavement Restoration.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**901-2.5 Payment.** To the "WHITEBOOK" item 1 subitem g and item 3, DELETE in their entirety and SUBSTITUTE with the following:

- g) Pavement Restoration including influence area.
3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "**Pavement Restoration for Final Connection**". Asphalt overlay Work shall be paid for under separate Bid items.

## SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level2.**

**1001-2.10 BMP Inspection, Maintenance, and Repair.** To the “WHITEBOOK”, ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix H - SWPPP Construction BMP Maintenance Log.**

**ADD:**

**1002-9 MODULAR SUBSURFACE FLOW WETLAND SYSTEM.**

**1002-9.1 Manufacturer.**

1. The manufacturer of the MSFWS shall be one that is regularly engaged in the engineering design and production of systems developed for the treatment of stormwater runoff, and which have a history of successful production, acceptable to the engineer of work. In accordance with the drawings, the MSFWS(s) shall be a filter device Manufactured by :

Contech Engineered Solutions LLC:

9025 Centre Pointe Drive West Chester, OH 45069

(800) 338-1122 | [www.conteches.com](http://www.conteches.com)

“OR APPROVED EQUAL”

**1002-9.2 Submittals.**

1. Shop drawings are to be submitted with each order to the contractor and consulting engineer.
2. Shop drawings are to detail the MSFWS 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
3. Inspection and maintenance documentation submitted upon request.

**1002-9.3 Work Included.**

1. Specification Requirements for Installation of MSFWS.
2. Manufacturer to supply components of the MSFWS(s):
  - a) Pretreatment chamber components (pre-assembled)
  - b) Concrete Structure(s)
  - c) Biofiltration chamber components (pre-assembled)
  - d) Flow control discharge structure (pre-assembled)

**1002-9.4 EXECUTION.**

The installation of the MSFWS shall conform to all applicable national, state, state highway, municipal and local specifications.

**1002-9-4.1 Installation.**

The Contractor shall furnish all labor, equipment, materials, and incidentals required to install the (MSFWS) device(s) and appurtenances in accordance with the drawings and these specifications.

1. Grading and Excavation site shall be properly surveyed by a registered professional surveyor, and clearly marked with excavation limits and elevations. After site is marked it is the responsibility of the contractor to contact local utility companies and/or DigAlert to check for underground utilities. All grading permits shall be approved by governing agencies before commencement of grading and excavation. Soil conditions shall be tested in accordance with the governing agencies requirements. All earth removed shall be transported, disposed, stored, and handled per governing agencies standards. It is the responsibility of the contractor to install and maintain proper erosion control measures during grading and excavation operations.
2. Compaction - All soil shall be compacted per registered professional soils engineer's recommendations prior to installation of MSFWS components. Compaction shall be to 95% of Standard Proctor or 90% of Modified Proctor.
3. Backfill shall be placed according to a registered professional soils engineer's recommendations, and with a minimum of 6" of gravel under all concrete structures.
4. Concrete Structures - After backfill has been inspected by the governing agency and approved the concrete structures shall be lifted and placed in proper position per plans.



5. Subsurface Flow Wetland Media – shall be carefully loaded into area so not to damage the Wetland Liner or Water Transfer Systems. The entire wetland area shall be filled to a level 9 inches below finished surface.
6. Planting layer shall be installed per manufacturer’s drawings. Planting material as indicated on contract documents. No chemical herbicides, pesticides, or fertilizers shall be used in the planting or care and maintenance of the planted area.

**1002-9.4.2 Shipping, Storage and Handling.**

1. Shipping - MSFWS shall be shipped to the contractor’s address or job site and is the responsibility of the contractor to offload the unit(s) and place in the exact site of installation.
2. Storage and Handling – The contractor shall exercise care in the storage and handling of the MSFWS and all components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be born by the contractor. The MSFWS(s) and all components shall always be stored indoors and transported inside the original shipping container until the unit(s) are ready to be installed. The MSFWS shall always be handled with care and lifted according to OSHA and NIOSA lifting recommendations and/or contractor’s workplace safety professional recommendations.

**1002-9.4.3 Inspection and Material Disposal.**

1. Inspection - After installation, the contractor shall demonstrate that the MSFWS has been properly installed at the correct location(s), elevations, and with appropriate components. All components associated with the MSFWS and its installation shall be subject to inspection by the engineer at the place of installation. In addition, the contractor shall demonstrate that the MSFWS has been installed per the manufacturer’s specifications and recommendations.
2. Material Disposal - All debris, trash, organics, and sediments captured by the MSFWS shall be transported and disposed of at an approved facility for disposal in accordance with local and state requirements. Please refer to state and local regulations for the proper disposal of toxic and non-toxic material.

**1002-9.5 Quality Assurance.**

1. Warranty - The Manufacturer shall guarantee the MSFWS against all manufacturing defects in materials and workmanship for a period of (1) year from the date of delivery to the customer. The manufacturer shall be notified of repair or replacement issues in writing within the warranty period. The MSFWS is limited to recommended application for which it was designed.

2. Performance Certification – The MSFWS manufacturer shall submit to the Engineer of Record a “Manufacturer’s Performance Certificate” certifying the MSFWS is capable of achieving the specified removal efficiency for suspended solids, phosphorous and dissolved metals.
-

## TECHNICALS

TECHNICAL SPECIFICATIONS  
FOR  
**SAN YSIDRO ACTIVITY  
CENTER**  
INTERIOR IMPROVEMENTS

179 DIZA RD., SAN YSIDRO CA, 92173

PREPARED FOR:

**CITY OF SAN DIEGO  
ENGINEERING & CAPITAL PROJECTS DEPARTMENT**

**FINAL SUBMITTAL**

NOVEMBER 1, 2023

**PLATT/WHITELAW ARCHITECTS, INC.**  
2251 SAN DIEGO AVE., SUITE B-250,  
SAN DIEGO, CALIFORNIA 92110  
619 546-4326



SAN YSIDRO ACTIVITY CENTER - INTERIOR IMPROVEMENTS  
SAN YSIDRO, CA

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Standard and custom hollow metal doors and frames.
2. Steel sidelight, borrowed lite and transom frames.
3. Louvers installed in hollow metal doors.
4. Light frames and glazing installed in hollow metal doors.

B. Related Sections:

1. Division 08 Section "Door Hardware".

C. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
7. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
8. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
9. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
10. ANSI/BHMA A156.115 - Hardware Preparation in Steel Doors and Frames.
11. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
12. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
13. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.

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14. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
15. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
16. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.
- B. Door hardware supplier is to furnish templates, template reference number and/or physical hardware to the steel door and frame supplier in order to prepare the doors and frames to receive the finish hardware items.
- C. Shop Drawings: Include the following:
  1. Elevations of each door design.
  2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
  3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  4. Locations of reinforcement and preparations for hardware.
  5. Details of anchorages, joints, field splices, and connections.
  6. Details of accessories.
  7. Details of moldings, removable stops, and glazing.
  8. Details of conduit and preparations for power, signal, and control systems.
- D. Samples for Verification:
  1. Samples are only required by request of the architect and for manufacturers that are not current members of the Steel Door Institute.

### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.
- B. Quality Standard: In addition to requirements specified, furnish SDI-Certified manufacturer products that comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".
- C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to UL10C (neutral pressure at 40" above sill) or UL 10C.
  1. Oversize Fire-Rated Door Assemblies Construction: For units exceeding sizes of tested assemblies, attach construction label certifying doors are built to standard construction requirements for tested and labeled fire rated door assemblies except for size.
  2. Temperature-Rise Limit: Where indicated and at vertical exit enclosures (stairwell openings) and exit passageways, provide doors that have a maximum transmitted

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temperature end point of not more than 450 deg F (250 deg C) above ambient after 30 minutes of standard fire-test exposure.

3. Smoke Control Door Assemblies: Comply with NFPA 105.
  - a. Smoke "S" Label: Doors to bear "S" label, and include smoke and draft control gasketing applied to frame and on meeting stiles of pair doors.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.
  1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

- A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
- B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide steel doors and frames from a SDI Certified manufacturer:



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1. CECO Door Products (C).
2. Curries Company (CU).
3. Security Metal Products (SMP).
4. Or Approved Equal.

## 2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.
- C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

## 2.3 HOLLOW METAL DOORS

- A. General: Provide 1-3/4 inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8 and ANSI/NAAMM HMMA 867.
- B. Exterior Doors: Face sheets fabricated of commercial quality hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
  1. Design: Flush panel.
  2. Core Construction: Manufacturer's standard vertical steel-stiffener core. Minimum 22 gauge steel-stiffeners at 6 inches on-center construction attached by spot welds spaced not more than 5" on centers. Spaces between stiffeners filled with fiberglass insulation (minimum density 0.8#/cubic ft.).
  3. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch - 1.0-mm) thick steel, Model 2.
  4. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
  5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
  6. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- C. Interior Doors: Face sheets fabricated of commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:
  1. Design: Flush panel.

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2. Core Construction: Manufacturer's standard vertical steel-stiffener core. Minimum 22 gauge steel-stiffeners at 6 inches on-center construction attached by spot welds spaced not more than 5" on centers. Spaces between stiffeners filled with fiberglass insulation (minimum density 0.8#/cubic ft.).
  - a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
3. Level/Model: Level 2 and Physical Performance Level B (Heavy Duty), Minimum 18 gauge (0.042-inch - 1.0-mm) thick steel, Model 2.
4. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
5. Hinge Reinforcement: Minimum 7 gauge (3/16") plate 1-1/4" x 9" or minimum 14 gauge continuous channel with pierced holes, drilled and tapped.
6. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

D. Manufacturers Basis of Design:

1. Curries Company (CU) - Polystyrene Core - 707 Series.
2. Curries Company (CU) - Steel-Stiffened - 747 Series.

2.4 HOLLOW METAL FRAMES

- A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.
- B. Thermal Break Frames: Subject to the same compliance standards and requirements as standard hollow metal frames. Tested for thermal performance in accordance with NFRC 102, and resistance to air infiltration in accordance with NFRC 400. Where indicated provide thermally broken frame profiles available for use in both masonry and drywall construction. Fabricate with 1/16" positive thermal break and integral vinyl weatherstripping.
- C. Exterior Frames: Fabricated of hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.
  1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
  2. Manufacturers Basis of Design:
    - a. Curries Company (CU) – M CM Series.
    - b. Curries Company (CU) – Thermal Break TQ Series.
- D. Interior Frames: Fabricated from cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.
  1. Fabricate frames with mitered or coped corners. Profile as indicated on drawings.
  2. Manufacturers Basis of Design:
    - a. Curries Company (CU) - M Series.

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- E. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.
- F. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 Table 4 with reinforcement plates from same material as frames.

2.5 FRAME ANCHORS

- A. Jamb Anchors:
  - 1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
  - 2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.
  - 3. Compression Type for Drywall Slip-on (Knock-Down) Frames: Adjustable compression anchors.
- B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.
- C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 LOUVERS

- A. Metal Louvers: Unless otherwise indicated provide louvers to meet the following requirements.
  - 1. Blade Type: Vision proof inverted V or inverted Y.
  - 2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.
- B. Louvers for Fire Rated Doors: Metal louvers with fusible link and closing device, listed and labeled for use in doors with fire protection rating of 1-1/2 hours and less.
  - 1. Manufacturers: Subject to compliance with requirements, provide louvers to meet rating indicated.
  - 2. Metal and Finish: Galvanized steel, 0.040 inch thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

2.7 LIGHT OPENINGS AND GLAZING

- A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.

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- B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.
- C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.
- D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

2.8 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.9 FABRICATION

- A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.
- B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.
- C. Hollow Metal Doors:
  - 1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.
  - 2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.
  - 3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.
  - 4. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
- D. Hollow Metal Frames:
  - 1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  - 2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.

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- a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
  3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
  4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge locations.
  5. Continuous Hinge Reinforcement: Provide welded continuous 12 gauge straps for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".
  6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
  7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
  8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
  9. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Two anchors per jamb up to 60 inches high.
      - 2) Three anchors per jamb from 60 to 90 inches high.
      - 3) Four anchors per jamb from 90 to 120 inches high.
      - 4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
    - b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Three anchors per jamb up to 60 inches high.
      - 2) Four anchors per jamb from 60 to 90 inches high.
      - 3) Five anchors per jamb from 90 to 96 inches high.
      - 4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      - 5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.
  10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".
  11. Bituminous Coating: Where frames are fully grouted with an approved Portland Cement based grout or mortar, coat inside of frame throat with a water based bituminous or asphaltic emulsion coating to a minimum thickness of 3 mils DFT, tested in accordance with UL 10C and applied to the frame under a 3rd party independent follow-up service procedure.
- E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door

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Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware."

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.

2.10 STEEL FINISHES

- A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.
  1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for square, level, twist, and plumb condition.
- C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

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3.3 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.
  - 1. Set frames accurately in position, plumbed, leveled, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.
  - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
  - 3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.
  - 4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
  - 1. Non-Fire-Rated Standard Steel Doors:
    - a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
    - b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.
    - c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.
    - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.
  - 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

3.5 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed,

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operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.

1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

END OF SECTION 081113



SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:
  - 1. Swinging doors.
  - 2. Sliding doors.
  - 3. Other doors to the extent indicated.
- B. Door hardware includes, but is not necessarily limited to, the following:
  - 1. Mechanical door hardware.
  - 2. Cylinders specified for doors in other sections.
- C. Related Sections:
  - 1. Division 08 Section “Hollow Metal Doors and Frames”.
- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.
  - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
  - 2. ICC/IBC - International Building Code.
  - 3. NFPA 70 - National Electrical Code.
  - 4. NFPA 80 - Fire Doors and Windows.
  - 5. NFPA 101 - Life Safety Code.
  - 6. NFPA 105 - Installation of Smoke Door Assemblies.
  - 7. State Building Codes, Local Amendments.
- E. Standards: All hardware specified herein shall comply with the following industry standards as applicable. Any undated reference to a standard shall be interpreted as referring to the latest edition of that standard:
  - 1. ANSI/BHMA Certified Product Standards - A156 Series.
  - 2. UL10C - Positive Pressure Fire Tests of Door Assemblies.
  - 3. ANSI/UL 294 - Access Control System Units.
  - 4. UL 305 - Panic Hardware.

5. ANSI/UL 437- Key Locks.

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Warranty information for each product.
  4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Keying Schedule: After a keying meeting with the owner has taken place prepare a separate keying schedule detailing final instructions. Submit the keying schedule in electronic format. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner must approve submitted keying schedule prior to the ordering of permanent cylinders/cores.
- D. Proof of Compliance: (California located Projects): Provide a list of product(s) containing chemicals known to cause cancer or reproductive toxicity as defined by the Office of Environmental Health Hazard Assessment (OEHHA) under Proposition 65 (CA Code of

Regulations, Title 27, Section 27001). The list includes the specific chemical(s), if the chemical will be exposed to consumers, the means of warning, and an illustration of the label.

- E. Informational Submittals:
  - 1. Product Test Reports: Indicating compliance with cycle testing requirements, based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified independent testing agency.
- F. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete door hardware installation in quantity.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Certified Products: Where specified, products must maintain a current listing in the Builders Hardware Manufacturers Association (BHMA) Certified Products Directory (CPD).
- C. Installer Qualifications: Experience installing both standard and electrified door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- D. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor by the manufacturers of the primary materials with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.
- E. Source Limitations: Obtain each type and variety of door hardware specified in this section from a single source unless otherwise indicated.
  - 1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
- F. California Building Code: Provide hardware that complies with CBC Section 11B.
  - 1. All openings as a part of an accessible route shall comply with CBC Section 11B-404.
  - 2. The clear opening width for a door shall be 32” minimum. For a swinging door it shall be measured between the face of the door and the stop, with the door open 90 degrees. There shall be no projections into it below 34” and 4” maximum projections into it between 34”

- and 80” above the finish floor or ground. Door closers and stops shall be permitted to be 78” minimum above the finish floor or ground. CBC Section 11B-404.2.3.
3. Operable hardware on accessible doors shall comply with CBC Section 11B-309.4 and shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. Operable parts of such hardware shall be 34” minimum and 44” maximum above finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides.
  4. Hardware (including panic hardware) shall not be provided with “nightlatch” function for any accessible doors or gates unless the following conditions are met:
    - a. Such hardware has a ‘dogging’ feature and is dogged during the time the facility is open.
    - b. All ‘dogging’ operation is performed only by employees as their job function (non-public use).
  5. The force for pushing or pulling open a door shall be in accordance with CBC Section 11B-404.2.9.
    - a. Interior hinged doors, sliding or folding doors, and exterior hinged doors: 5 pounds (22.2 N) maximum. Required fire doors: the minimum opening force allowable by the DSA authority, not to exceed 15 pounds (66.7N). These forces do not apply to the force required to retract latch bolts or disengage other devices that hold the door in a closed position.
    - b. The force required for activating any operable parts, such as lever hardware, or disengaging other devices shall be 5 pounds (22.2N) maximum to comply with CBC Section 11B-309.4.
    - c. The 5 pound (22.2 N) maximum force shall be validated for the size of the door used. The Building Materials Listing of the California State Fire Marshal shall indicate that the door hardware meets the 5 pound (22.2 N) force and shall also list the largest door that can be used.
  6. Door closing speed shall comply with CBC Section 11B-404.2.8. Closers shall be adjusted so that the required time to move a door from an open position of 90 degrees to a position of 12 degrees from the latch is 5 seconds minimum. Spring hinges shall be adjusted so that the required time to move a door from an open position of 70 degrees to the closed position is 1.5 seconds minimum.
  7. Floor stops shall not be located in the path of travel and 4” maximum from walls.
  8. Thresholds shall comply with CBC Section 11B-404.2.5.
- G. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- H. Keying Conference: Conduct conference to incorporate the following criteria into the final keying schedule document:
1. Function of building, purpose of each area and degree of security required.

2. Plans for existing and future key system expansion.
  3. Requirements for key control storage and software.
  4. Installation of permanent keys, cylinder cores and software.
  5. Address and requirements for delivery of keys.
- I. Pre-Submittal Conference: Conduct coordination conference with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.
1. Prior to installation of door hardware, conduct a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
  2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
  3. Review sequence of operation narratives for each unique access controlled opening.
  4. Review and finalize construction schedule and verify availability of materials.
  5. Review the required inspecting, testing, commissioning, and demonstration procedures
- J. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedule.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- B. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

#### 1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door and Frame Preparation: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

## 1.7 WARRANTY

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:
  - 1. Structural failures including excessive deflection, cracking, or breakage.
  - 2. Faulty operation of the hardware.
  - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
  - 1. Ten years for mortise locks and latches.
  - 2. Five years for exit hardware.
  - 3. Twenty five years for manual overhead door closer bodies.

## 1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

## PART 2 - PRODUCTS

### 2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
- B. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

- C. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

## 2.2 HANGING DEVICES

- A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles and other options as specified in the Door Hardware Sets.
  - 1. Quantity: Provide the following hinge quantity:
    - a. Two Hinges: For doors with heights up to 60 inches.
    - b. Three Hinges: For doors with heights 61 to 90 inches.
    - c. Four Hinges: For doors with heights 91 to 120 inches.
    - d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.
  - 2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required:
    - a. Widths up to 3'0": 4-1/2" standard or heavy weight as specified.
    - b. Sizes from 3'1" to 4'0": 5" standard or heavy weight as specified.
  - 3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:
    - a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.
    - b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.
  - 4. Hinge Options: Comply with the following:
    - a. Non-removable Pins: With the exception of electric through wire hinges, provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the all out-swinging lockable doors.
  - 5. Manufacturers:
    - a. McKinney (MK).
    - b. Stanley Hardware (ST).

## 2.3 DOOR OPERATING TRIM

- A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified.
  - 1. Flush bolts to be furnished with top rod of sufficient length to allow bolt retraction device location approximately six feet from the floor.

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2. Furnish dust proof strikes for bottom bolts.
  3. Surface bolts to be minimum 8” in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable.
  4. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.
  5. Manufacturers:
    - a. Rockwood (RO).
    - b. Trimco (TC).
- B. Coordinators: ANSI/BHMA A156.3 certified door coordinators consisting of active-leaf, hold-open lever and inactive-leaf release trigger. Model as indicated in hardware sets.
1. Manufacturers:
    - a. Rockwood (RO).
    - b. Trimco (TC).
- C. Door Push Plates and Pulls: ANSI/BHMA A156.6 certified door pushes and pulls of type and design specified in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.
1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.
  2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
  3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
  4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
  5. Manufacturers:
    - a. Rockwood (RO).
    - b. Trimco (TC).

## 2.4 CYLINDERS AND KEYING

- A. General: Cylinder manufacturer to experience designing secured master key systems and have on record a published security keying system policy.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinder Types: Original manufacturer cylinders able to supply the following cylinder formats and types:
  1. Threaded mortise cylinders with rings and cams to suit hardware application.



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2. Rim cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  3. Bored or cylindrical lock cylinders with tailpieces as required to suit locks.
  4. Tubular deadlocks and other auxiliary locks.
  5. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
  6. Keyway: Manufacturer's Standard.
- D. Interchangeable Cores: Provide small format interchangeable cores as specified, core insert, removable by use of a special key; usable with other manufacturers' cylinders.
- E. Keying System: Each type of lock and cylinders to be factory keyed.
1. Supplier shall conduct a "Keying Conference" to define and document keying system instructions and requirements.
  2. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.
  3. Existing System: Field verify and key cylinders to match Owner's existing system.
- F. Key Quantity: Provide the following minimum number of keys:
1. Change Keys per Cylinder: Two (2)
  2. Master Keys (per Master Key Level/Group): Five (5).
  3. Construction Keys (where required): Ten (10).
- G. Construction Keying: Provide construction master keyed cylinders.
- H. Key Registration List (Bitting List):
1. Provide keying transcript list to Owner's representative in the proper format for importing into key control software.
  2. Provide transcript list in writing or electronic file as directed by the Owner.
- 2.5 KEY CONTROL
- A. Key Control Cabinet: Provide a key control system including envelopes, labels, and tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet. Key control cabinet shall have expansion capacity of 150% of the number of locks required for the project.
1. Manufacturers:
    - a. Lund Equipment (LU).
    - b. MMF Industries (MM).
    - c. Telkee (TK).

## 2.6 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 Certified Products Directory (CPD) listed. Locksets are to be manufactured with a corrosion resistant steel case and be field-reversible for handing without disassembly of the lock body.
1. Where specified, provide status indicators with highly reflective color and wording for “locked/unlocked” or “vacant/occupied” with custom wording options if required. Indicator to be located above the cylinder with the inside thumb-turn not blocking the visibility of the indicator status. Indicator window size to be a minimum of 2.1” x 0.6” with a curved design allowing a 180 degree viewing angle with protective covering to prevent tampering.
  2. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - ML2000 Series.
    - b. Sargent Manufacturing (SA) - 8200 Series.
- B. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Operational Grade 1 Certified Products Directory (CPD) listed.
1. Vertical Impact: Exceed 100 vertical impacts (20 times ANSI/BHMA A156.2 requirements).
  2. Furnish with solid cast levers, standard 2 3/4” backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt.
  3. Locks are to be non-handed and fully field reversible.
  4. Manufacturers:
    - a. Corbin Russwin Hardware (RU) - CLX3300 Series.
    - b. Sargent Manufacturing (SA) - 10X Line.

## 2.7 LOCK AND LATCH STRIKES

- A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
  2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.
  4. Double-lipped strikes: For locks at double acting doors. Furnish with retractable stop for rescue hardware applications.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.36.
4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
4. Devices must fit flat against the door face with no gap that permits unauthorized dogging of the push bar. The addition of filler strips is required in any case where the door light extends behind the device as in a full glass configuration.
5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty escutcheon trim with threaded studs for thru-bolts.
  - a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets.
  - b. Where function of exit device requires a cylinder, provide a cylinder (Rim or Mortise) as specified in Hardware Sets.
6. Vertical Rod Exit Devices: Where surface or concealed vertical rod exit devices are used at interior openings, provide as less bottom rod (LBR) unless otherwise indicated. Provide dust proof strikes where thermal pins are required to project into the floor.
7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2" wide stiles.
8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.

10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 Certified Products Directory (CPD) listed panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets. Exit device latch to be stainless steel, pullman type, with deadlock feature.

1. Manufacturers:

- a. Corbin Russwin Hardware (RU) - ED4000 / ED5000 Series.
- b. Sargent Manufacturing (SA) - 80 Series.

## 2.9 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers.
2. Standards: Closers to comply with UL-10C for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the Americans with Disabilities Act, provide units complying with ANSI ICC/A117.1.
4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
5. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for proper installation. Provide through-bolt and security type fasteners as specified in the hardware sets.

B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 Certified Products Directory (CPD) listed surface mounted, heavy duty door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units standard.

1. Manufacturers:

- a. Corbin Russwin Hardware (RU) - DC6000 Series.
- b. LCN Closers (LC) - 4040 Series.

- c. Norton Rixson (NO) - 7500 Series.
- d. Sargent Manufacturing (SA) - 351 Series.

## 2.10 ARCHITECTURAL TRIM

### A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1" LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
3. Where plates are applied to fire rated doors with the top of the plate more than 16" above the bottom of the door, provide plates complying with NFPA 80. Consult manufacturer's catalog and template book for specific requirements for size and applications.
4. Protection Plates: ANSI/BHMA A156.6 certified protection plates (kick, armor, or mop), fabricated from the following:
  - a. Stainless Steel: 300 grade, 050-inch thick.
5. Options and fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets. Provide countersunk screw holes.
6. Manufacturers:
  - a. Rockwood (RO).
  - b. Trimco (TC).

## 2.11 DOOR STOPS AND HOLDERS

- A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.
- B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.
  1. Manufacturers:
    - a. Rockwood (RO).
    - b. Trimco (TC).

## 2.12 ARCHITECTURAL SEALS

- A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.
- B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784.
  - 1. Provide smoke labeled perimeter gasketing at all smoke labeled openings.
- C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.
  - 1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and NPFA 252, Standard Methods of Fire Tests of Door Assemblies.
- D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated.
- E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- F. Manufacturers:
  - 1. Pemko (PE).

## 2.13 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

## 2.14 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware

- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

#### 3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.
- B. Wood Doors: Comply with ANSI/DHI A115-W series.

#### 3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
  - 1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  - 2. DHI TDH-007-20: Installation Guide for Doors and Hardware.
  - 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
  - 4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work. Do not install surface-mounted items until finishes have been completed on substrates involved.

- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant.
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection (Punch Report): Produce project punch report for each installed door opening indicating compliance with approved submittals and verification hardware is properly installed, operating and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
  - 1. Organization of List: Include separate Door Opening and Deficiencies and Corrective Action Lists organized by Mark, Opening Remarks and Comments, and related Opening Images and Video Recordings.

### 3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

### 3.6 CLEANING AND PROTECTION

- A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- B. Clean adjacent surfaces soiled by door hardware installation.
- C. Clean operating items as necessary to restore proper finish. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

### 3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

### 3.8 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies,



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conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

1. Quantities listed are for each pair of doors, or for each single door.
2. The supplier is responsible for handing and sizing all products.
3. Where multiple options for a piece of hardware are given in a single line item, the supplier shall provide the appropriate application for the opening.
4. At existing openings with new hardware the supplier shall field inspect existing conditions prior to the submittal stage to verify the specified hardware will work as required. Provide alternate solutions and proposals as needed.

**Hardware Sets**

**Set: 1.0**

Doors: 44

Description: INTERIOR - VESTIBULE

3 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Classroom Lock	72 10XG37 LL	US26D	SA
1 Permanent Core - SFIC	Match existing - as required		BE
1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Threshold	Per Sill Detail		PE
1 Smoke Gasketing	S88BL		PE

**Set: 2.0**

Doors: 42, 43

Description: INTERIOR - BOYS RR / GIRLS RR

3 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Institutional Privacy Lock	LC V21 70 8267 LNL	US26D	SA
1 Mortise Cylinder - SFIC Temp Core	Match existing - as required		BE
1 Permanent Core - SFIC	Match existing - as required		BE
1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO

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1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Threshold	Per Sill Detail		PE
1 Smoke Gasketing	S88BL		PE
1 Coat Hook	RM802	US26D	RO

**Set: 3.0**

Doors: 29

Description: EXTERIOR - EXISTING (PAIR) - BOXING

6 Hinge (heavy weight)	T4A3386 (NRP)	US32D	MK
1 Mullion	12-L980	PC	SA
2 Rim Exit Device, Exit Only	(12) 43 5CH 8810 EO	US32D	SA
1 Mortise Cylinder - SFIC Temp Core @ Mullion	Match existing - as required		BE
1 Permanent Core - SFIC	Match existing - as required		BE
2 Surface Closer - Closer Stop Hold Open	CPS7500T	689	NO
2 Kick Plate	K1050 10" high CSK BEV	US32D	RO
2 Door Stop	466-RKW	Black	RO
1 Smoke Gasketing	S88BL		PE
1 Mullion Gasketing	5110BL		PE
1 Threshold	Per Sill Detail		PE
2 Sweep	315CN		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 4.0**

Doors: 24, 25, 26

Description: EXTERIOR - EXISTING (UNEQUAL PAIR) - GYM

6 Hinge (heavy weight)	T4A3386 (NRP)	US32D	MK
1 Mullion	12-L980	PC	SA
1 Rim Exit Device, Classroom	(12) 43 5CH 8813 ETL x 525	US32D	SA
1 Rim Exit Device, Exit Only	(12) 43 5CH 8810 EO	US32D	SA
1 Rim Cylinder - SFIC Temp Core	Match existing - as required		BE
1 Mortise Cylinder - SFIC Temp Core @ Mullion	Match existing - as required		BE
2 Permanent Core - SFIC	Match existing - as required		BE
2 Surface Closer	PR7500	689	NO

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2 Kick Plate	K1050 10" high CSK BEV	US32D	RO
2 Door Stop	466-RKW	Black	RO
1 Threshold	Per Sill Detail		PE
1 Smoke Gasketing	S88BL		PE
1 Mullion Gasketing	5110BL		PE
2 Sweep	315CN		PE
2 Meeting Astragal Set	18041CSB		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.
- Door 24, replace Threshold.
- Door 25, fasten existing Threshold.

**Set: 5.0**

Doors: 31, 32

Description: EXTERIOR - EXISTING (PAIR) - ENTRY / COMMUNITY ROOM

6 Hinge (heavy weight)	T4A3386 (NRP)	US32D	MK
1 Surface Vert Rod Exit, Classroom	16 43 8713 ETL x 525	US32D	SA
1 Surface Vert Rod Exit, Dummy	16 43 8710 ETL x 525	US32D	SA
1 Rim Cylinder - SFIC Temp Core	Match existing - as required		BE
2 Mortise Cylinder - SFIC Temp Core @ Cylinder Dogging	Match existing - as required		BE
3 Permanent Core - SFIC	Match existing - as required		BE
2 Surface Closer	PR7500	689	NO
2 Kick Plate	K1050 10" high CSK BEV	US32D	RO
2 Door Stop	466-RKW	Black	RO
1 Smoke Gasketing	S88BL		PE
2 Sweep	315CN		PE
2 Meeting Astragal Set	18041CSB		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 6.0**

Doors: 35, 38

Description: EXTERIOR - EXISTING - TEEN ROOM / GAMES ROOM

3 Hinge (heavy weight)	T4A3386 (NRP)	US32D	MK
1 Rim Exit Device, Classroom	16 43 5CH 8813 ETL x 525	US32D	SA
1 Rim Cylinder - SFIC Temp Core	Match existing - as required		BE

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1	Mortise Cylinder - SFIC Temp Core @ Cylinder Dogging	Match existing - as required		BE
2	Permanent Core - SFIC	Match existing - as required		BE
1	Surface Closer	PR7500	689	NO
1	Kick Plate	K1050 10" high CSK BEV	US32D	RO
1	Door Stop	466-RKW	Black	RO
1	Threshold	Per Sill Detail		PE
1	Smoke Gasketing	S88BL		PE
1	Sweep	315CN		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 7.0**

Doors: 41

Description: INTERIOR - EXISTING (UNEQUAL PAIR) - GYM

6	Hinge (heavy weight)	T4A3786 (NRP)	US26D	MK
1	Mullion	12-L980	PC	SA
1	Rim Exit Device, Classroom	(12) 43 5CH 8813 ETL x 525	US32D	SA
1	Rim Exit Device, Exit Only	(12) 43 5CH 8810 EO	US32D	SA
1	Rim Cylinder - SFIC Temp Core	Match existing - as required		BE
1	Mortise Cylinder - SFIC Temp Core @ Mullion	Match existing - as required		BE
2	Permanent Core - SFIC	Match existing - as required		BE
2	Surface Closer	PR7500	689	NO
2	Kick Plate	K1050 10" high CSK BEV	US32D	RO
2	Wall Stop	403	US26D	RO
1	Smoke Gasketing	S88BL		PE
1	Mullion Gasketing	5110BL		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 8.0**

Doors: 16

Description: INTERIOR - EXISTING - STORAGE

3	Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1	Storeroom/Closet Lock	72 10XG04 LL	US26D	SA
1	Permanent Core - SFIC	Match existing - as required		BE

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1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Smoke Gasketing	S88BL		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 9.0**

Doors: 10, 12, 14

Description: INTERIOR - EXISTING - PHYS.DIR / PROGRAM MGR / TEEN ROOM

3 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Entry/Office Lock	72 10XG05 LL	US26D	SA
1 Permanent Core - SFIC	Match existing - as required		BE
1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Threshold	Per Sill Detail		PE
1 Smoke Gasketing	S88BL		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

- Threshold issue at Door 10

**Set: 10.0**

Doors: 39, 40

Description: INTERIOR - EXISTING (PAIR) - COMMUNITY ROOM / HALL

6 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Self Latching Flush Bolt w/Fire Bolt	2849/2949 as req'd	US32D	RO
1 Classroom Lock	72 10XG37 LL	US26D	SA
1 Permanent Core - SFIC	Match existing - as required		BE
1 Coordinator	2600 series x Brkts as req'd	Black	RO
2 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
2 Kick Plate	K1050 10" high CSK BEV	US32D	RO
2 Wall / Floor Stop	403 / 441H type as required	US26D	RO
1 Smoke Gasketing	S88BL		PE
1 Astragal (Interior WD Rated)	355CS		PE

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Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 11.0**

Doors: 15, 3

Description: INTERIOR - EXISTING - CRAFT ROOM / TEEN ROOM

3 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Classroom Lock	72 10XG37 LL	US26D	SA
1 Permanent Core - SFIC	Match existing - as required		BE
1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Smoke Gasketing	S88BL		PE

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 12.0**

Description: INTERIOR - EXISTING - BOYS RR

3 Hinge, Full Mortise	TA2714 (NRP)	US26D	MK
1 Institutional Privacy Lock	LC V21 70 8267 LNL	US26D	SA
1 Mortise Cylinder - SFIC Temp Core	Match existing - as required		BE
1 Permanent Core - SFIC	Match existing - as required		BE
1 Surface Closer - Tri-pack	7500 mounting as req'd	689	NO
1 Kick Plate	K1050 10" high CSK BEV	US32D	RO
1 Wall Stop	403	US26D	RO
1 Smoke Gasketing	S88BL		PE
1 Coat Hook	RM802	US26D	RO

Notes: EXISTING:

- Contractor to verify Door/Frame condition in the field.

**Set: 13.0**

Doors: 21, 27, 28, 30

Description: EXTERIOR - EXISTING (NO CHANGES) - NEW SEALS

1 Smoke Gasketing	S88BL		PE
1 Sweep	315CN		PE

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1 Existing hardware to remain OT

Notes: EXISTING:

- Replace Seals.
- Contractor to field verify closures and ensure all doors are latching.
- Contractor to field verify existing condition of hinges.

**Set: 14.0**

Doors: 13, 17, 18, 19, 20, 22, 37, 4, 5, 7, 8, 9

Description: INTERIOR - EXISTING (NO CHANGES) - NEW SEALS

1 Smoke Gasketing S88BL PE

1 Existing hardware to remain OT

Notes: EXISTING:

- Replace Seals.
- Contractor to field verify closures and ensure all doors are latching.
- Contractor to field verify existing condition of hinges.

**Set: 15.0**

Description: CHAIN-LINK GATE

1 All hardware by Chain-Link Gate Mfg. OT

**Set: 16.0**

Doors: 1, 2, 23, 33, 34, 36

Description: NOT IN SCOPE

1 Door(s) Not in scope of work OT

END OF SECTION 087100

## SECTION 220500 COMMON WORK RESULTS FOR PLUMBING

### PART 1 - GENERAL

#### 1.1 SUBMITTALS

- A. Submit a minimum of six copies of shop drawings for all products. All submittal sheets shall be clearly marked or highlighted showing conformance to specifications and schedule. All submittals shall be cross referenced to the requirements of each specification paragraph pertaining to the item being submitted. All requirements must be shown on manufacturer's literature. Manufacturer's representative's letterhead, or super-imposed notations, are not acceptable.

#### 1.2 CODES AND STANDARDS

- A. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, the Safety Orders of the Division of Industrial Safety, the California Building Code, the California Mechanical Code, the California Plumbing Code the California Electrical Code, Local Building Codes, and other applicable codes, laws or regulations of bodies lawfully empowered and having jurisdiction over this project. Nothing in the plans or specifications is to be construed to permit work not conforming to these codes.

#### 1.3 SEISMIC ANCHORAGE AND BRACING

- A. All equipment and piping shall be anchored or braced in accordance with the California Building Code. The contractor is responsible for providing anchorage or bracing for all equipment regardless of whether detailed or shown on the plans. All equipment and ductwork supports not detailed as shown on the plans, requires approval of a registered structural engineer.
- B. All piping shall be supported or braced in accordance with the SHL-A "Seismic Restraint Manual: Guideline for Mechanical Systems" latest approved edition, Superstrut "Seismic Restraint System", Unistrut Corp. "Seismic Bracing For Ductwork, Conduit, and Cable Tray Supports", or B-Line "Seismic Restraints." If the pipe size exceeds the size included in these manuals, custom designed supports are required. All custom supports require the approval of a registered Structural Engineer. All shop drawings and calculations shall be submitted prior to fabrication.
- C. All flexibly mounted equipment shall be provided with seismic vibration isolation devices designed in accordance with the California Building Code. All anchors and equipment connections shall be submitted. All seismic vibration isolation devices shall be submitted with structural calculations signed by a Registered Structural Engineer in the State of California.



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1.4 PERMITS

- A. The Contractor shall obtain all permits, patent rights, and licenses that are required for the performance of his work by all laws, ordinances, rules and regulations or orders of any officer and/or body, shall give all notices necessary in connection therewith, and pay all fees relating thereto and all costs and expenses incurred on account thereof. No work shall be covered before inspection by the jurisdictional inspector and the Architect.
- B. Contractor shall apply for and pay for all cost for the installation of water and gas meters, and for connection to gas, water, and sewer mains.

1.5 CUTTING AND PATCHING

- A. Perform all cutting and fitting required for work of this section in rough construction of the building.
- B. All patching of finished construction of building shall be performed under the sections of specifications covering these materials.
- C. All cutting of concrete work by this Contractor shall be by core drilling or concrete saw. No cutting or coring shall be done without first obtaining the permission of the Architect.

1.6 GENERAL

- A. Unless otherwise specified herein, all equipment and fixtures shall be installed in accordance with the manufacturer's recommendations.
- B. Before submitting his bid, the Contractor for the work under this section shall carefully study all drawings, and shall make a careful examination of the premises. He shall definitely determine in advance, the methods of installing and connecting the apparatus, the means to be provided for getting any equipment into place, and shall make himself thoroughly familiar with all the requirements of the contract. After award of the contract, no subsequent allowances will be made to the Contractor due to his failure to comply with the above requirements and any other conditions affecting the installation and completion of all work.
- C. Workmanship: All labor shall be carefully skilled for this kind of work, thorough and first class in all respects and under the direction of a competent foreman.
- D. Special Note: Any work called for on plans shall be installed whether or not mentioned in these specifications.

1.7 VERIFICATION OF LEAD CONTENT IN PLUMBING PRODUCTS

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- A. Comply with California Health and Safety Code 116875 (AB 1953-2006) Lead Content in Plumbing Products for valves and fittings. All valves 2” and smaller and all fittings 2” and smaller for installation in the domestic water system, whether serving a fixture providing domestic water for human consumption or serving a fixture providing domestic water to a fixture not normally considered as for use for human consumption shall be provided with valve and fittings that have been verified by an independent evaluation service as meeting the requirements of the California Health and Safety Code 116875 (AB 1953-2006). When valves or fittings larger than 2” are required and verified products are available from the specified manufacturer(s), verified valves and fittings shall be submitted for approval and provided, as approved.
- B. Comply with California Health and Safety Code 116875 (AB 1953-2006) Lead Content in Plumbing Products for piping specialties installed in the domestic water system whether serving a fixture providing domestic water for human consumption or serving a fixture providing domestic water to a fixture not normally considered as for use for human consumption shall have been verified by an independent evaluation service as meeting the requirements of the California Health and Safety Code 116875 (AB 1953-2006). When piping specialty item larger than 2” is required, and a verified product is available from the specified manufacturer(s), the verified plumbing specialty item shall be submitted for approval and provided, as approved.

1.8 DAMAGE BY LEAKS

- A. This Contractor shall be responsible for damage to the grounds, walks, roads, buildings, piping systems, electrical systems and their equipment and contents, caused by leaks in the piping systems being installed or having been installed herein. He shall repair at his expense all damage so caused. All repair work shall be done as directed by the Architect.

1.9 EMERGENCY REPAIRS

- A. The Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding the Contractor's guarantee bond nor relieving the Contractor of his responsibilities.

1.10 EXPLANATION AND PRECEDENCE OF DRAWINGS

- A. For purposes of clearness and legibility, drawings are essentially diagrammatic, and, although size and location of equipment are drawn to scale wherever possible, Contractor shall make use of all data in all the contract documents and shall verify this information at building site.
- B. The drawings indicate required size and points of termination of pipes, and suggest proper routes to conform to structure, avoid obstructions and preserve clearances. However, it is not intended that drawings indicate all necessary offsets, and it shall be the work of the Contractor to make the installation in such a manner as to conform to

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structure, avoid obstructions, preserve headroom and keep openings and passageways clear, without further instructions or cost to the Owner.

- C. It is intended that all apparatus be located symmetrical with architectural elements. Refer to architectural details in completing the correlating work.
- D. The contractor shall be fully informed regarding any and all peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the contract. The contractor shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.
- E. The Contractor shall study all drawings and specifications to determine any conflict with ordinances and statutes. Any errors or omissions shall be reported, and any changes shall be shown in the as-built drawings and the additional work performed at no cost to the Owner.
- F. Submittal of bid shall indicate the Contractor has examined the site and drawings and has included all required allowances in his bid. No allowance shall be made for any error resulting from Contractor's failure to visit job site and to review drawings, and bid shall include costs for all required drawings and changes as outlined above, all at no cost to Owner.

1.11 EXCAVATION AND BACKFILL

- A. Underground piping shall be installed with a minimum of 24" cover from finish grade and deeper as noted on drawings. Excavation depths shall be coordinated with other trades.
- B. Excavation for pipes shall be cut a minimum of 6" below the required grade. A 6" bed of sand or other approved material shall be then placed and properly compacted to provide an accurate grade and uniform bearing throughout the length of the pipe.
- C. Sand used shall be certified to a resistance of not less than the surrounding soil when wet with distilled water and shall consist of clean, natural, washed sand. The particles size shall pass through a 3/8" screen, 90% of them will pass through a 1/4" screen and not more than 25% will pass through a No. 50 screen.
- D. Backfilling will not be placed until the work has been inspected, tested and approved.
- E. Trenches shall be backfilled in thin layers to 12 inches above the top of the piping with clean earth, which shall not contain stones, boulders, cinder fill, frozen earth, construction debris, or other materials that will damage or break the piping or cause corrosive action. Clods or lumps 2" in size or larger will not be permitted in the backfill. If the excavated material is not suitable, adequate material shall be provided by hauling from other locations.

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- F. Surplus earth or material remaining after backfilling shall be removed from the site.

1.12 SUPERVISION AND COOPERATION

- A. This Contractor shall include the services of experienced superintendents for each sub-section who shall be constantly in charge of the work, together with the qualified journeymen, helpers and laborers, required to properly unload, install, connect, adjust, start, operate and test the work involved, including equipment and materials furnished by others and by the Owner.
- B. The work under this section shall be executed in cooperation with the work of other trades to prevent conflict or interference and to aid rapid completion of the overall project.

1.13 OPERATION

- A. The Owner may require operation of parts or all of the installation for beneficial occupancy prior to final acceptance. Refer to General Conditions of the Contract.
- B. Cost of utilities for such operation shall be paid by the Owner. Said operation shall not be construed as acceptance of the work.

1.14 UTILITY SERVICES DURING CONSTRUCTION

- A. All water and electric power used for construction shall be paid for by the Contractor.

1.15 COORDINATION

- A. Coordinate layout and installation of piping and suspension system components with other construction, including light fixtures, HVAC ductwork / equipment, electrical conduit, fire suppression system components, and partition assemblies.
- B. Coordinate pipe sleeve installations for foundations wall penetrations.
- C. Coordinate installation of pipe sleeves for penetrations through exterior walls and floor assemblies.

PART 2 - PRODUCTS

2.1 ACCESS DOORS AND PANELS:

- A. Wherever valves, air vents, or other items or parts of the installation which require periodic inspection or adjustment are concealed by permanent non-removable construction, an access door or panel shall be provided. Installation of access doors to be coordinated by general contractor. Types to be submitted and approved for the surface, and construction in which it is installed. Access door to be manufactured by

Mifab, Inc., or approved equal, and be Series CAD or UA, or series MFRU for fire rated walls.

## 2.2 ROOF FLASHING

- A. Furnish and install on each pipe passing through the roof, a "Stoneman" No. 1100-7, or approved equal, six pound, seamless lead flashing assembly. Flashing shall have reinforced boot and be complete with cast iron counter flashing sleeve and Permaseal waterproofing compound. All vent pipes shall be terminated 7" above the roof.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PLUMBING SYSTEMS

- A. No holes for pipe or equipment will be allowed in any structural members without written consent of the Architect. Where pipes are to pass through or interfere with any member, or where notching, boring or cutting of the structure is necessary, the work shall be done by the Contractor as directed by the Architect.
- B. The Contractor shall, at a time in advance of the work, coordinate with other disciplines as to his requirements for openings, recesses, and chases in the walls, partitions, or framing. Should furnishing this information be neglected, delayed, or incorrect and additional cutting is found to be required, the costs of same shall be charged to the Contractor.
- C. Sleeves through foundation walls shall be standard weight black steel pipe, flush with walls and two pipe sizes larger than the pipe passing through. Sleeves shall be caulked with oakum to within 1" of the wall lines and then completely filled with an approved bitumastic compound. Sleeves for piping through masonry wall above grade or floor or through floors shall be #10 gauge galvanized sheet steel and shall extend completely through the walls, or floor finishing flush on both sides. Sleeves shall be 1/2" larger than the pipe passing through with oakum caulking to make opening airtight. Sleeves through concrete firewalls or floors shall be packed with suitable non- combustible material. Provide and install polished chromium plate brass floor ceiling on wall plates for all pipes, exposed in finished portions of the buildings.
- D. All scaled and figured dimensions are approximate and are given for estimate purposes only. Before proceeding with any work, this Contractor shall carefully check and verify all dimensions, sizes, etc., and shall assume full responsibility for the installation with respect to other parts of the equipment, and to the structure.
- E. Any minor changes in work, which has not been installed, shall be made by this Contractor without additional compensation, except changes that are caused by architectural revisions that increase or decrease the size of the materials specified or indicated on the drawings.

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- F. This Contractor shall submit an estimate of the cost of or credit for such changes he does not consider of a minor nature and shall proceed only upon the written authority of the Architect.
- G. Coordinate all sanitary vents through roof with HVAC equipment. Terminate all vents at least 10'-0" from any outside air intakes.
- H. Pipes Over Electrical Equipment: Where pipe joints or valves in pipes conveying water occur within 3' in a horizontal direction, of electrical panels and electronic equipment, provide a drip pan of galvanized steel construction of a size which will afford maximum protection.
  - 1. Pans: 24 gauge, edges turned up 2-1/2" all sides, reinforced with galvanized steel angles or by rolling edge over 1/4" diameter steel rod.
  - 2. Provide drain with 3/4" brass flange and copper pipe to floor.
  - 3. Support the pan with bars or angles, brace to prevent sagging or swaying.
- I. Install chrome plated split escutcheons around all pipes passing through finished walls, floors and ceilings.

### 3.2 TESTS AND ADJUSTMENTS

- A. No piping work, fixtures, or equipment shall be concealed or covered until inspected and approved by the Engineer, who shall be notified when the work is ready for inspection. All work shall be completely installed, tested as required by this section and the State Ordinances and State Safety Orders, and shall be leak-tight before inspection is requested. All tests shall be repeated upon request to the satisfaction of those making the inspection.
- B. Disinfection of the potable water system prior to use shall meet the requirements of the California Plumbing Code section 609.9. The method to be followed shall be that prescribed by the Health Authority or, in case no method is prescribed by it, the following:
  - 1. The piping system shall be flushed with clean, potable water until only potable water appears at the points of outlet.
  - 2. The system or parts thereof shall be filled with a water-chlorine solution containing at least fifty (50) parts per million of chlorine, and the system or part thereof shall be valved-off and allowed to stand for twenty four (24) hours; or, the system or part thereof shall be filled with a water-chlorine solution containing at least two hundred (200) parts per million of chlorine and allowed to stand for three (3) hours.
  - 3. Following the allowed standing time, the system shall be flushed with clean, potable water until the chlorine residual in the water coming from the system does not exceed the chlorine residual in the flushing water.

4. The procedure shall be repeated if it is shown by bacteriological examination made by an approved agency that contamination persists in the system.
- C. Piping tests shall be made with the medium and under pressure listed below. Use a calibrated Bristol Pressure Recorder on all tests. Recorder range shall be 0 - 300 pounds or required range for specific test.

Type of System	Gauge Pressure (Lbs. per sq. inch, gauge)	Test Medium
1. Soil, Waste, Vent Rainwater leaders Storm Drainage Piping Within Building	Minimum of 5 psi for each joint, for duration of test with no loss in pressure.	Water
2. Fuel Gas	50 PSI	Compressed Air
3. Domestic Water	150 PSI	Water

- D. Test pressure in pounds per square inch, gauge, are given as initial pressure to be applied to lines being tested, together with test medium.
- E. Tests are to be applied for a minimum period of twenty-four (24) hours and until tests are complete.
- F. Final pressures at the end of test period shall be no more nor less than that caused by expansion or contraction of the test medium due to temperature changes.

### 3.3 DRAWINGS OF RECORD

- A. Record of Project Progress: Maintain a complete set of reproducible contract drawings available at the job site for inspection. Keep an accurate, legible and continuously updated record of installed locations and all project revisions other than revised drawings issued by the Architect, including source and date of authorization. Utilize only contract drawing symbols for recording the work. Drawing notations to be sufficiently clear in the representation of work, for utilization by a CADD operator (drafts person) who is not necessarily familiar with the installed work.
- B. Record of Installation: At the conclusion of the work, Contractor shall deliver one (1) set of signed prints of the progress drawings to the owner's representative for review. Following the review, Contractor shall have incorporated by a competent CADD operator all of the installed data represented on the project progress drawings. If Revit was used to produce the project drawings, Architect shall provide a copy of the Revit model to the contractor for updating progress drawings.
- C. Include in Record Drawings the Following:

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1. Revisions, including sketches, bulletins, change orders, written addends and directives, clarifications and responses generated by requests for information (RFI's), regardless of source of the revision.
  2. Location and configuration of equipment with related housekeeping pads.
  3. Physical routing of ductwork, exposed, and above ceilings with locations of fire/smoke dampers, smoke detectors, diffusers, registers. Air terminal units, appurtenances, etc., plainly marked and identified.
  4. Location of room thermostats, humidistats and sensors.
  5. Physical routing of piping, underground, exposed and above ceiling with locations of valves and accessories plainly marked and identified.
  6. Location of piping below building and on exterior, valves, appurtenances, etc. Include all sewer / waste and storm drain piping invert elevations.
- E. Acceptance: As a condition of acceptance of work, deliver one (1) set of AutoCad (Revit) latest version CD and one (1) set of signed and dated reproducible drawings to owner's representative and obtain receipt.

### 3.4 FINAL INSPECTION

- A. If upon final completion of the final inspection and review of the maintenance manuals and "as-built" drawings, the list of required corrections is such that a re-inspection is required, the contractor will be subject to a charge of One Hundred Twenty Dollars (\$120.00) per hour for any additional time required.

### 3.5 GUARANTEE

- A. All work under this section shall be guaranteed in writing in accordance with the General Provisions.
- B. All material except as otherwise noted shall be new, free from defect and of the quality and rating shown or specified.
- C. Any defect due to missing or improper material or faulty workmanship existing or developing during the warranty period shall be corrected and the resulting damage repaired without additional cost to the Owner.
- D. The warranty period shall be one year from date of acceptance of the project.

END OF SECTION 220500



## SECTION 220529 HANGERS AND SUPPORTS FOR PLUMBING

### PART 1 - GENERAL

#### 1.1 GENERAL CONDITIONS

- A. The system shall be complete in all respects including all labor, materials, equipment and services necessary, and shall be installed by personnel specifically experienced in plumbing systems.

#### 1.2 WORK INCLUDED

- A. Work included shall be as indicated on the drawings, including but not limited to the following:
  - 1. Pipe Hangers
  - 2. Supports

### PART 2 - PRODUCTS

#### 2.1 PIPE HANGERS AND SUPPORTS

- A. All pipe hangers and supports installed in exterior location shall be galvanized.
- B. Split ring hangers with swivel adjuster, solid rods and rod sockets: Steel pipe Fee and Mason Fig. 212, or Super-Strut M-718T or approved equal.
- C. Adjustable Beam Clamps: Fee and Mason Fig. 246 or Super-Strut Fig. CM-754 (where this type is not adaptable, an approved top beam, side beam, or channel clamp by Fee and Mason or Super-Strut, or approved equal, will be acceptable).
- D. Trapeze Hangers: Super-Strut A-1200 or Unistrut P-1000 channel with pipe clamps and guides as required (include type to be used in submittal) or approved equal.
- E. Riser Clamps (4" Pipe and Less): Fee and Mason Fig. 241 or Super-Strut C-720. or approved equal.
- F. Riser Clamps (Over 4" Pipe): Over 4", Fee and Mason Fig 238, or Super-Strut C-7 or approved equal.
- G. Offset Pipe Clamps: Fee and Mason Fig. 366, or Super-Strut C-720L. or approved equal.
- H. Pipe Isolation: All piping shall be isolated from dissimilar metals, other piping, any part of the building, framing, conduit, supports etc., with Elmdor/Stoneman Series 500 trisolator or approved equal.

PART 3 - EXECUTION

3.1 PIPE HANGERS AND SUPPORTS

- A. Horizontal piping shall be supported as follows: Use beam clamps for attachment to structural steel surfaces and expansion type inserts for attachment to concrete surfaces. Clamps and inserts shall be sized for the required hanger rod and comply with all applicable codes and safety regulations. The use of "C" clamps designed to attach threaded rod to one side of a steel beam flange shall not be used unless they are provided with a restraining strap, or hook to the opposite beam flange.
- B. Piping shall be firmly held in place by adjustable split ring malleable iron hangers, supports and pipe rests, located adjacent to fittings at each offset or change of direction, at the ends of branches over 5' long, at riser pipes and along piping where necessary to prevent sags, bends, or vibration. All hangers and supports shall be of a design that will support the combined weight of pipe, fluid and insulation.
- C. Pipe straps shall be heavy gauge galvanized iron factory fabricated to fit against supporting surface when installed. Makeshift devices will not be acceptable. No plumbing tape is allowed.
- D. Lateral bracing shall be provided at every fourth hanger where hanger rods are more than 18" in length.
- E. Hangers supported by concrete structure shall be attached by cast iron manufactured concrete inserts installed at the time concrete is poured and each insert shall be provided with through rods lapped over structural reinforcing.
- F. Hangers supported by structural steel shapes shall be attached by cast-iron clamps designed for use on the specific steel shape and equipped with retainers.
- G. All hangers shall be attached to halter rod by means of adjustable swivel, turnbuckle or double nut to allow height adjustment.
- H. Vertical piping shall be suitably supported from the building structure where required by means of malleable iron or steel pipe clamps of ample size, either bolted or welded to the pipe and supported at the floor slab. Supports where indicated on the drawings shall also act as anchors to allow for expansion and contraction of the piping. Provide rubber isolators for clamps where required for elimination of vibration and sound to the structure.
- I. Miscellaneous Supports: Wall brackets, etc., shall be provided where required in accordance with the best standard practice of the trade in a manner as approved by the Architect.
- J. In the event additional structural steel is required to transmit loads to main structure, it shall be provided at no additional cost to the Owner.

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K. Soil, Waste, Vent and Down Spouts: Hanger rod sizes shall be as follows:

1-1/2" to 2" Pipe	3/8" Rod
2-1/2" to 3-1/2" Pipe	1/2" Rod
4" to 5" Pipe	5/8" Rod

L. Domestic Water:

1. Hanger Spacing shall be as Follows for Copper Tubing:

1/2" to 3/4" Pipe	5'-0"
1" Pipe	6'-0"
1-1/4" Pipe	7'-0"
1-1/2" to 2" Pipe	8'-0"
3" and larger Pipe	10'-0"

2. Hanger Rod Sizes shall be as Follows:

3/4" to 2" Pipe	3/8" Rod
2-1/2" to 3-1/2" Pipe	1/2" Rod
4" to 5" Pipe	5/8" Rod
6" to 8" Pipe	3/4" Rod

M. For horizontal installations, hangers or supports shall be provided for at least every other joint except when the developed length between supports exceeds 4'. If the developed length exceeds 4', hangers or supports shall be provided at each joint. Supports shall also be provided at each horizontal branch connection. Hangers, supports, or blocks shall be adequate to maintain alignment and prevent sagging or joint separation. Hangers, supports or blocks shall be placed on, or immediately adjacent to, the coupling, not to exceed 18". Adequate provisions shall be made to prevent "shear."

N. Vertical "no-hub" components shall be secured at each stack base, and at sufficiently close intervals to keep system in alignment and to adequately support the weight of the pipe and its contents.

O. Trap arms and similar branches must be firmly secured against movement in any direction. Closet bends shall be stabilized by firmly strapping and blocking. Where vertical closet stubs are used, they must be completely stabilized against all horizontal movement.

END OF SECTION 220529

## SECTION 221100 DOMESTIC WATER PIPING AND SPECIALTIES

### PART 1 - GENERAL

#### 1.1 GENERAL CONDITIONS

- A. Furnish design, construct and install a complete domestic water piping system. The system shall be complete in all respects including all labor, materials, equipment and services necessary, and shall be installed by personnel specifically experienced in plumbing installation.

#### 1.2 WORK INCLUDED

- A. Work included shall be as indicated on the drawings, including but not limited to the following:
  - 1. Copper Pipe
  - 2. Valves and Fittings
  - 3. Piping Specialties
  - 4. Valve Boxes

#### 1.3 QUALITY ASSURANCE

- A. Product Options: Drawings indicate size, profiles, and dimensional requirements of plumbing specialties and are based on the specific system indicated.
- B. Plumbing specialties shall bear label, stamp, or other markings of specified testing agency.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for piping materials and installation.
- E. NSF Compliance:
  - 1. Comply with NSF 14, "Plastics Piping Components and Related Materials," for plastic domestic water piping components. Include marking "NSF-PW" on plastic potable-water piping and "NSF-DWV" on plastic drain, waste, and vent piping.
  - 2. Comply with NSF 61, "Drinking Water System Components--Health Effects, Sections 1 through 9," for potable domestic water plumbing specialties.

PART 2 - PRODUCTS

2.1 ALL DOMESTIC WATER PIPING:

- A. Above grade shall be type "L" copper tubing hard drawn with wrought copper solder sweat fittings. Where below grade and within 5' of building line, shall be type "K" copper tubing in single continuous length with polyethylene outer tubing.

2.2 DOMESTIC WATER DISTRIBUTION 5' OUTSIDE BUILDING EXCEPT AS OTHERWISE NOTED ON PLANS:

- A. 1-1/2" and smaller schedule 40 PVC conform to ASTM 1785 with solvent welded fittings. 2" and larger class 200 PVC gasket bell end shall conform to ASTM 1869 with PVC fittings. Provide thrust block at each change in direction.

2.3 VALVES AND FITTINGS

- A. Ball valves 2" and smaller (Lead Free): Two-piece alloy C69300 (copper-zinc-silicon) body; sweat or threaded ends, alloy C69300 ball; virgin PTFE seat ring; brass alloy C36000 packing gland, O-Ring EPDM, alloy 69300 blowout-proof stem; 600 psig CWP. Nibco T/S 685-80-LF or approved equal.
- B. Spring loaded check valves 2" and smaller (Lead Free): Alloy C87850 body, sweat or threaded ends, stainless steel spring, stainless steel stem, stainless steel disc holder, PTFE disc; 250 PSI CWP. Nibco S/T 480-Y-LF or approved equal.
- C. Swing check valves 2" and smaller (Lead Free): Alloy C87850 body, sweat or threaded ends, Y-pattern, renewable PTFE seat disc, 200 PSI CWP, suitable for installation in a horizontal or vertical line with flow upward. Nibco S/T 413-Y-LF or approved equal.
- D. Balance valves 2" and smaller (Lead Free): Brass body, stainless steel ball, sweat or threaded ends, glass and carbon filled TFE seat, brass readout valves with EPT check valves, EPDM stem "O" ring, , suitable for 400 PSIG water working pressure at 250°F for NPT models and 200 PSIG water working pressure at 250 °F for sweat models. Bell & Gossett CB-LF or approved equal.
- E. Hose Bibbs (Lead Free): Stainless steel lead free hose faucet/valve, brass vandal-resistant lock shield bonnet and removable wheel handle, replaceable disc, hose thread spout, with vacuum breaker to comply with ASSE Standard 1011, 3/4" size. Acorn 8121-SSLF or approved equal.
- F. Hose Bibbs: Rough brass body hose faucet/valve, brass vandal-resistant lock shield bonnet and removable wheel handle, replaceable disc, hose thread spout, with vacuum breaker to comply with ASSE Standard 1011, 3/4" size. Acorn 8121 or approved equal.
- G. Chrome plated brass body, brass ball with PTFE seats, blow-out proof plated brass stem and chrome plated metal handle. 3/8" O.D. compression outlet, 1/2" I.P.S. inlet and riser

to match application. Dual outlet stops shall be provided where necessary. Stops shall be Brass Craft KTR17 C quarter turn ball stop, or approved equal.

- H. Combination Pressure and Temperature Relief Valve (Lead Free): Lead free brass body, temperature and pressure actuated, stainless steel stem and spring, thermostat with non-metallic coating, test lever, suitable for 125 psig water working pressure at 240°F, sized for full BTUH input and operating pressure of equipment, with valve capacity on metal label. For equipment less than or equal to 200,000 BTUH input, provide AGA, U.L. or ASME listed and labeled valve. Provide ASME listed and labeled valve for larger equipment. Temperature and pressure relief valve shall be sized per AGA rating for BTUH input. Watts LF40XL.
- I. Water Pressure Reducing Valves (Lead Free): Lead free brass body, diaphragm operated, with an integral thermal expansion bypass valve, inlet union, stainless steel strainer, renewable stainless steel seat and adjustable reduced pressure range, 300 psig at 160°F. Pre-set for the scheduled pressure with gauge and tapping. Watts Model No. LFU5B-Z3-GG.
- J. Reduced Pressure Backflow Preventer Assembly (Lead Free): A backflow preventer shall be installed at each cross connection, and at the water meter to prevent back-siphonage, and backpressure backflow of hazardous materials into the potable water supply. The assembly shall consist of an internal pressure differential relief valve located in a zone between two positive seating check valves, captured springs, and silicone seat discs. Seats shall be replaceable on both check valves, and the relief valve. The assembly shall include two tightly closing shut-off valves, four test cocks, and a protective strainer upstream of the No. 1 shut-off valve. The reduced pressure zone backflow preventer shall have a single access port cover secured with stainless steel screws. Vent outlet to have an air gap. The assembly shall meet the requirements of A.S.S.E. Std. 1013; AWWA Std. C506, FFCCHR of USC manual, 8th edition or current, Section 10. Watts Regulator Series LF009, or approved equal.

## 2.4 PIPING SPECIALTIES

- A. Tracer Wire: Provide on all plastic pipe No. 10 AWG, TW insulated copper wire. Spiral wrap around complete length of all plastic piping at approximately 2' intervals, terminate above grade or in yard box with a 24" pipe.
- B. Unions in Copper Tubing 2" and Smaller: ANSI B16.18 cast bronze union coupling or ANSI B15.24 class 150 bronze flanges. Nibco 733 or approved equal.
- C. Dielectric Fittings:
  - 1. Provide fittings and unions to install between pipes made of dissimilar metals. Unions shall be factory certified to withstand a minimum of 600 volts on a dry line with no flash over and shall be rated to 180°F at 250 PSI. Flanged fittings shall have a bolt isolator to insulate each bolt in the flange and shall be rated at 175 PSI. Bolts shall be constructed of durable, corrosion resistant polysulfone.

Flanged fittings shall have a Standard Gasket "A" (GA) suitable for water, air, oil, natural gas, propane, gasoline, kerosene, mineral oil, vegetable oil and alkalines in 210°F at 250 PSI. Threaded end connections shall meet ANSI B2.1 and flanged fittings shall meet ANSI B16.42 (iron) and ANSI B16.24 Bronze. Unions shall conform to ANSI B16.39, including hydrostatic strength and air pressure testing. Dielectric fittings and unions shall be constructed of the following materials:

- |    |                      |               |
|----|----------------------|---------------|
| a. | Gray Iron            | ASTM A48-83   |
| b. | Malleable iron parts | ASTM A-197-79 |
| c. | Steel parts          | ASTM A108     |
| d. | Bronze parts         | ASTM B-16     |
| e. | Zinc parts           | ASTM B633-85  |

2. Dielectric fittings shall be WATTS Series 3000.

- D. Water hammer arrestors: ANSI A112.26.1, ASSE 1010, sized in accordance with PDI WH-201, precharged piston type constructed entirely of stainless steel, threaded brass adapter, brass piston with O-ring seals, FDA approved silicone lubricant, suitable for operation in temperature range 35°F to 150°F maximum 150 psig working pressure, 1500 psig surge pressure. J. R. Smith Series 5000 or approved equal.
- E. Strainers: Y Type, cast bronze body, ASTM B62, 20 mesh stainless steel screens, bolted or threaded screen retainer tapped for a blowoff valve, sweat, threaded or flanged body rated at not less than 150 psi WOG. Manufactured by Armstrong F Series or approved equal.
- F. Strainers: Y type, cast iron body, ASTM A48, 20 mesh stainless steel screens; bolted or threaded screen retainer tapped for a blowoff valve, threaded or flanged ends, rated at not less than 150 psi WOG. Manufactured by Armstrong A/CA Series or approved equal.

## 2.5 VALVE BOXES

- A. "Brooks Products" 3L concrete with self-closing cast-iron cover 10 x 20 or smaller, and concrete lid for larger boxes. Cover to be marked with name of service.

## PART 3 - EXECUTION

### 3.1 PIPE INSTALLATION

- A. Joints in copper tubing shall be made by first thoroughly cleaning the surface of the pipe and fittings, applying flux and sweating with 95-5 tin Antimony "soft-solder."
- B. Pipe shall be carefully cleaned before installation. The ends of threaded pipe shall be reamed out full size with a long taper reamer so as to be partially bell-mouthed and perfectly smooth.

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SAN YSIDRO, CA

- C. Flush out all water mains with water so as to obtain free flow. Remove all obstructions and defects discovered. Remove and re-lay any sections and pipe already laid and found to be defective or which has had grade or joints disturbed.
- D. Openings in pipes, drains, fittings, apparatus and equipment shall be kept covered or plugged to prevent foreign substance from entering.
- E. Run piping free of traps, sags, or bends. Grade and valve for complete drainage and control of the system.
- F. All piping to be run to maintain headroom and keep passageways and openings clear. Run parallel and straight with adjacent walls or ceilings to present a uniform appearance.
- G. All piping, except where noted otherwise on plans, shall be concealed in walls or above ceilings.
- H. Bending or forcing of pipe will not be allowed. Use fittings for all offsets or changes in alignment of piping.
- I. Proper provision shall be made for expansion and contraction by means of fittings and anchors and supports of all piping.
- J. Street elbows, bushings and long screw fittings will not be allowed.
- K. All piping shall be isolated from dissimilar metals, other piping, any part of the building, framing, conduit, supports etc., with Elmdor/Stoneman Series 500 trisolator or approved equal.
- L. PDI sized water hammer arresters shall be installed at the end of the branch line between the last two self-closing water faucet / flush valve fixtures served. When the branch line exceeds 20'-0" in length, an additional water hammer arrester shall be installed.
- M. Unions shall be installed after each screw-type valve, connections for all equipment, appliances and as required for erection and maintenance. No unions shall be installed in a concealed location.
- N. Install isolation unions on all connections between dissimilar metals (galvanized steel, black steel to copper).

END OF SECTION 221100



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SECTION 221300 SANITARY WASTE, VENT, AND SPECIALTIES

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. Furnish design, construct and install a complete sanitary waste system. The system shall be complete in all respects including all labor, materials, equipment and services necessary, and shall be installed by personnel specifically experienced in plumbing systems.

1.2 WORK INCLUDED

- A. Work included shall be as indicated on the drawings, including but not limited to the following:
  - 1. Sanitary Waste Piping
  - 2. Pipe Fittings
  - 3. Sanitary Waste Specialties

PART 2 - PRODUCTS

2.1 FITTINGS AND PIPING

- A. Soil, Waste, Vent and Downspouts Above and Below Grade Within 5' of Building Line: No hub service weight cast iron soil pipe and fittings conforming to the latest issue of CISPI 301, ASTM A-888. Pipe and fittings shall be GreenSpec listed. Manufacturer shall be Charlotte, Tyler, AB&I, or approved equal.
- B. Joints: Joints for hubless pipe and fittings shall conform to the manufacturer's installation instructions and local code requirements. Hubless couplings shall be composed of a heavy duty four or six band coupling, stainless steel shield / clamp assembly and a fire resistant neoprene gasket conforming to ASTM C1540, CISPI 310, Factory Mutual 1680 Class 1, and bear the NSF trademark, manufactured by Anaco Husky SD4000, Fernco, MiFab or approved equal. Joints for hub and spigot shall be installed with compression gaskets conforming to the requirements of ASTM C-564, or shall be installed with lead and oakum.
- C. Sewer from 5' outside building except as otherwise noted on plans; Schedule 40 PVC piping conforming to ASTM D 2665, fittings conforming to ASTM D 2466 with solvent welded joints conforming to ASTM D2564.

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- D. Vent Piping: Service weight cast-iron with same joint as used for soil and waste above grade.
- E. Condensate Piping for Cooling Systems: Shall be type "M" copper.
- F. Condensate Piping for Condensing Heating Systems: Shall be Schedule 40 CPVC.

## 2.2 CLEANOUTS

- A. Floor Cleanouts: J.R. Smith Fig. 4023, or approved equal, with polished nickel bronze non-skid adjustable round.
- B. Floor Cleanouts: J.R. Smith Fig. 4043, or approved equal, with polished nickel bronze non-skid adjustable square top.
- C. Wall Cleanouts: J.R. Smith Fig. 4472, or approved equal, series countersunk plug with chrome plated cover and screws.
- D. Outside Cleanouts: J.R. Smith Fig. 4258, or approved equal, low flange, inside caulk outlet, type for non-surfaced areas and areas surfaced with asphalt paving.
- E. Outside Cleanouts: J.R. Smith Fig. 4253, or approved equal, heavy duty high flange type for areas surfaced with concrete or other poured material. Vandal-proof cover to be marked "Cleanout." Encase anchoring flange in 20" square x 6" concrete pad, top of cleanout flush with finished surface.

## 2.3 ROOF FLASHING

- A. Furnish and install on each pipe passing through the roof, a "Stoneman" No. 1100-7, or approved equal, six pound, seamless lead flashing assembly. Flashing shall have reinforced boot and be complete with cast iron counter flashing sleeve and Permaseal waterproofing compound. All vent pipes shall be terminated 7" above the roof.

## PART 3 - EXECUTION

### 3.1 PIPE INSTALLATION

- A. No-Hub cast-iron Soil Pipe Institute Pamphlet #100 and the I.A.P.M.O. IS-6-75.
- B. All sanitary sewers, storm drains and waste lines shall grade as indicated on drawings. The sections of the pipe shall be laid and fitted so that when completed the pipe will have smooth and uniform invert. Water shall not be allowed in the trenches while the pipes are being laid. Dirt, cement, or any other superfluous material of any description shall be carefully removed from the interior of the piping system as the work

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progresses. Constant inspection shall be made in pipe and fittings during and after all installation for possible fractures and failures caused by installation. Backfill so as not to disturb pipe or jointing.

- C. Flush out all sanitary drains with water so as to obtain free flow. Remove all obstructions and defects discovered. Remove and re-lay any sections and pipe already laid and found to be defective or which has had grade or joints disturbed.
- D. Openings in pipes, drains, fittings, apparatus and equipment shall be kept covered or plugged to prevent foreign substance from entering.
- E. Run piping free of traps, sags, or bends. Grade and valve for complete drainage and control of the system.
- F. All piping to be run to maintain headroom and keep passageways and openings clear. Run parallel and straight with adjacent walls or ceilings to present a uniform appearance.
- G. All piping, except where noted otherwise on plans, shall be concealed in walls or above ceilings.
- H. Bending or forcing of pipe will not be allowed. Use fittings for all offsets or changes in alignment of piping.
- I. Vents shall penetrate through the roof with water-tight flashing and shall terminate no less than 7" above the roof and at least 1'-6" from vertical walk and parapets. Coordinate with ventilation plans. Locate all terminations at least 10'-0" from air intakes or windows.

### 3.2 CLEANOUTS

- A. As specified (see plans for size), cleanouts shall be caulked into pipe where shown on plans under countertops where they occur in walls to avoid their being too conspicuous. Cleanouts shall be accessible in all cases and shall be brought to surface on "Y" branches. All cleanouts shall be provided with removable floor or wall plate as herein specified.
- B. In addition to the cleanouts shown on the plans, install cleanouts in all horizontal lines at each aggregate change of direction exceeding 135°, and at the base of any vertical riser longer than 8'-0". Install cleanout outside the building at the lower end of the building drain and extend to grade.

END OF SECTION 221300

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SECTION 224000 PLUMBING FIXTURES

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The system shall be complete in all respects including all labor, materials, equipment and services necessary, and shall be installed by personnel specifically experienced in plumbing systems.

1.2 WORK INCLUDED

- A. Work included shall be as indicated on the drawings, including but not limited to the following:
  - 1. Plumbing Fixtures
  - 2. Fixture Supports

PART 2 - PRODUCTS

2.1 PLUMBING FIXTURES

- A. Plumbing fixtures shall be as shown in equipment schedule.
- B. Reference is made on Plumbing Fixture Schedule, it is understood to mean that equivalent fixtures as manufactured by Elkay, American Standard, Kohler, Eljer, or approved equal, are acceptable if used throughout. Faucets by Symmons, equivalents by Zurn, T & S, Bradley, or approved equal, are acceptable. Equivalent toilet seats by Beneke, Olsonite, or approved equal, are acceptable. Equivalent carrier, floor drains, etc. by J.R. Smith, Josam, Wade, Zurn, or approved equal, are acceptable.

PART 3 - EXECUTION

3.1 FIXTURE INSTALLATION

- A. All plumbing fixtures shall be bedded and caulked along joint at walls, countertops, and other intersecting surfaces with Vulkem white silicone, use clear at stainless steel fixtures.
- B. Plumbing fixture trim and exposed supplies and waste shall be brass with polished chrome plated finish. Individual loose key stops, or, so specified, screw driver stops, shall be provided for all supplies, and unless integral with valves or faucets, unless otherwise approved by Architect, shall be mounted under the fixture. Exposed supplies

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and wastes through walls shall be provided with polished chrome plated cast brass wall escutcheons.

- C. Fixtures with hangers or supporting arms shall have hangers or arms securely mounted on a 1/4" thick x 6" wide steel wall plate which shall extend at least one stud beyond the first and last fixture mounting points. Concealed arm assemblies shall be attached to plates by four 3/8" x 1-1/4" steel bolts and nuts, and hangers and exposed arms by 5/16" minimum full thread steel studs and jamb nuts. Plates shall be drilled and tapped at the time of fixture installation.
- D. Wall plates shall be recessed flush with studs and shall be securely attached to each stud crossed. In steel stud construction, a 1-1/2" x 18" long furring channel shall be attached to each notched stud with fillet welds 1" long on 6" centers front and back. Plates shall be continuous fillet welded at both top and bottom to each furring channel.

END OF SECTION 224000

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**NOTICE OF EXEMPTION**

**NOTICE OF EXEMPTION**

*(Check one or both)*

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

FROM: City of San Diego  
Engineering & Capital Projects Department  
525 B Street, Suite 750, MS 908A  
San Diego, CA 92101

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

**Project Name:** San Ysidro Activity Center Parking Lot and ADA Improvements **WBS No.:** B-20097.02.06

**Project Location-Specific:** San Ysidro Activity Center Parking Lot and ADA Improvements (project) is located west of the intersection of Blando Lane and Diza Road at 179 Diza Road, San Diego, CA 92173. The project is located within the San Ysidro Community Planning Area and Council District 8.

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

**Description of nature and purpose of the Project:** The purpose of this project is to award an as-needed consultant design services contract for providing civil engineering design and environmental services, including landscape architectural design and on-site geotechnical investigation for the project.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** City of San Diego/ Mayra Medel, 525 B Street MS 908A, Suite 750, San Diego, CA 92101, (619) 533-4603

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption:
- Statutory Exemptions: Section 15262 – (Feasibility and Planning Studies)

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section 15262 – (Feasibility and Planning Studies), which allows for feasibility or planning studies, including ground disturbing activities related to geotechnical investigation, for possible future actions.

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 agency approving the project?  Yes  No



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

*Carrie Purcell*

Carrie Purcell, Assistant Deputy Director

4/9/21

Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 6 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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



<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 7 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

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

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

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 9 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**



## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**

City of San Diego, CM&FE Div., 9573 Chesapeake Drive, SD CA 92123

**Project Name:**

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#:                      Fax#:

**Contractor's Name:**

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

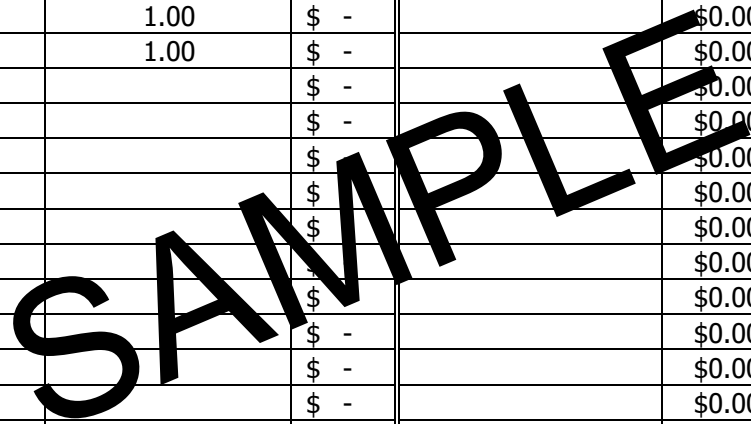
Contact Name:

**Invoice No.**

**Invoice Date:**

Billing Period: ( To )

Trigger Asset	Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date		Amount Remaining	
			Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount		
	1				1.00	\$ -		\$0.00		\$0.00	0.00	\$0.00	\$ -	
	2				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	3				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	4				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	6				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	7				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	8				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	5				1.00	\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	6					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	7					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	8					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	9					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	10					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	11					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	12					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	13					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	14					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	15					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	16					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
	17					\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
		<b>CHANGE ORDER No.</b>				\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
						\$ -		\$0.00		\$0.00	0.00%	\$0.00	\$ -	
		<b>Total Authorized Amount (Original)</b>					\$ -		\$0.00		\$0.00		\$0.00	\$ -
		<b>Total Authorized Amount (including approved Change Order)</b>					\$ -		\$0.00		\$0.00		\$0.00	\$ -
								\$0.00		\$0.00	<b>Total Billed</b>	\$0.00	Total Amount Remaining	
								\$0.00		\$0.00		\$0.00	\$ -	



**SUMMARY**

A. Original Contract Amount	\$0.00
B. Approved Change Order #00 Thru #00	\$0.00
C. Total Authorized Amount (A+B)	\$0.00
D. Total Billed to Date	\$0.00
E. Less Total Retention (5% of D )	\$0.00
F. Less Total Previous Payments	\$0.00
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

I certify that the materials have been received by me, or services have been rendered, in the quality and quantity specified per the approved contracted amounts, and is approved for payment

Resident Engineer                      Date  
Construction Engineer                      Date

**Retention and/or Escrow Payment Schedule**

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	<b>\$0.00</b>

Contractor Signature and Date: \_\_\_\_\_

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

Construction Cash Flow Forecast  
 "Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAP**



# Engineering & Capital Projects

## San Ysidro Activity Center Parking Lot & ADA Improvements

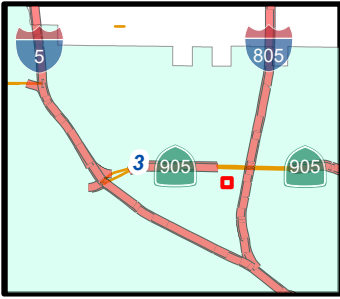
Senior Engineer  
Darren Genova  
619-533-4601

Project Manager  
Francis Marquez  
619-533-4688

Project Engineer  
Shang Ahmad  
619-533-6066

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

### LOCATION MAP



### Legend

 San Ysidro Activity Center Parking Lot



COMMUNITY NAME: San Ysidro

COUNCIL DISTRICT: 8

SAP ID: B20097

Date: May 4, 2023



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**APPENDIX F**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• Parking restrictions will exist because of the presence of construction equipment and materials.
• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## **APPENDIX 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**

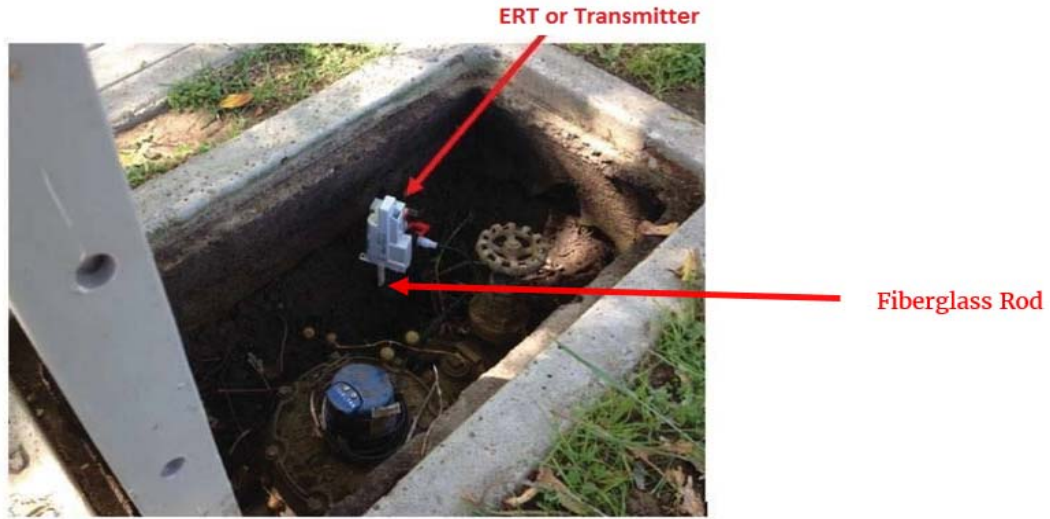


Photo 6 below is an example of disturbance that shall be avoided:

**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.**

**APPENDIX H**

**SWPPP CONSTRUCTION BMP MAINTENANCE LOG**



## SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

### **Construction BMP Maintenance Activities**

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

**Project Title:**

**WBS/IO No:**

**WDID:**

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

**ATTACHMENT F**

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

## ATTACHMENT F

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

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

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

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

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

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

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email [dieselcomplaints@arb.ca.gov](mailto:dieselcomplaints@arb.ca.gov), for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle,

as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the information required to be disclosed to CARB when reporting non-compliance.

(4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.

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

(A) Who does the In-Use Off-Road Regulation Apply to?

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

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

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

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

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

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and De La Fuente Construction, Inc., herein called "Contractor" for construction of **San Ysidro Activity Center Improvements**; Bid No. **K-24-2246-DBB-3-A**; in the total amount of **THREE MILLION EIGHT HUNDRED FIFTY THOUSAND SIXTY SIX DOLLARS AND ZERO CENTS (\$3,850,066.00)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled **San Ysidro Activity Center Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **B-20097**, 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 **San Ysidro Activity Center Improvements**, Bid Number **K-24-2246-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

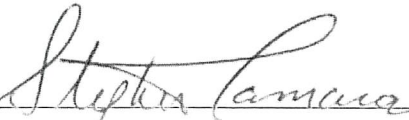


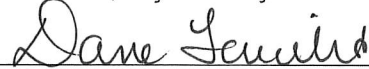
**CONTRACT AGREEMENT (continued)**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

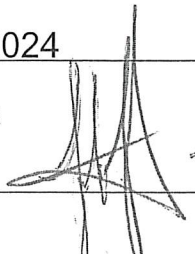
Print Name: Stephen Samara  
Principal Contract Specialist  
Purchasing & Contracting Department

Print Name: Dana Fairchild  
Deputy City Attorney

Date: 7/3/2024

Date: 7/19/2024

**CONTRACTOR**

By 

Print Name: Jorge Diaz De La Fuente

Title: President

Date: 05/31/2024

City of San Diego License No.: B2010035758

State Contractor's License No.: 919666

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000043346

## **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**

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### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

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### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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

**CONTRACTOR CERTIFICATION**

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**EQUAL BENEFITS ORDINANCE CERTIFICATION**

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



## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## CONTRACTOR CERTIFICATION

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **PRODUCT ENDORSEMENT**

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

**AFFIDAVIT OF DISPOSAL**

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

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

**San Ysidro Activity Center Improvements**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2246-DBB-3-A**; SAP No. (WBS) **B-20097**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

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

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |                                               |        |                                                |         |
|-----------------------------------------------|--------|------------------------------------------------|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |                                                |         |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |                                                      |        |                                                  |          |
|------------------------------------------------------|--------|--------------------------------------------------|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |                                                  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- F. 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,  
and Markel Insurance Company as Surety, are held  
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum  
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

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

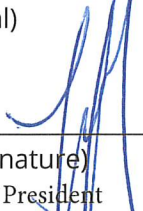
K-24-2246-DBB-3-A San Ysidro Activity Center Improvements



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

SIGNED AND SEALED, this 23rd day of April, 2024

De La Fuente Construction, Inc. (SEAL)  
(Principal)

Markel Insurance Company (SEAL)  
(Surety)

By:   
(Signature)  
Jorge Diaz, President

By:    
(Signature)  
Alexander Karaniwan, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



# 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 Bodensadt, 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."

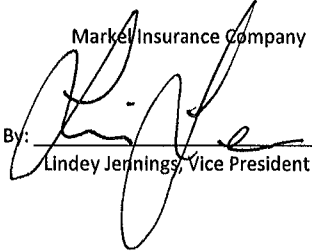
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company

By:   
Michael C. Keimig, President



Markel Insurance Company

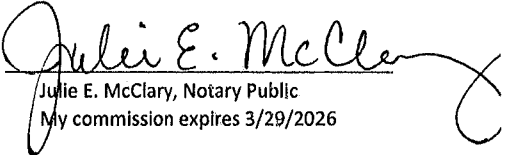
By:   
Lindey Jennings, Vice President

State of Texas  
County of Harris:

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.



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

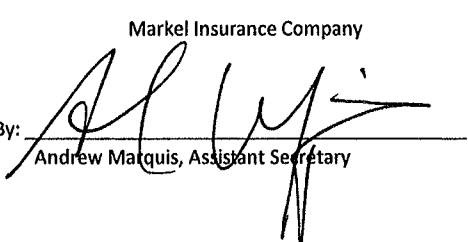
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of April, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

# ACKNOWLEDGMENT

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

State of California  
County of San Diego )

On April 23rd, 2024 before me, Monica Lizet Sanchez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature *Monica Sanchez* (Seal)

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
  
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: De La Fuente Construction Inc.

Certified By Jorge Diaz De La Fuente Title President

Name  
Signature

Date 04/24/2024

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
De La Fuente Construction Inc.			
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, President		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.

Name	Title/Position
Jorge Diaz De La Fuente	President
City and State of Residence	Employer (if different than Bidder/Proposer)
San Diego, CA	
Interest in the transaction	
100% interest	

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	
0% interest / 0% interest	

### \* 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

04/24/2024

Print Name, Title

Signature

Date

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

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

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

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

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

NAME	TITLE
Jorge Diaz De La Fuente	President

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

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

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

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

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

Contractor Name: De La Fuente Construction Inc.

Certified By Jorge Diaz De La Fuente Title President

Name 

Date 04/24/2024

Signature

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Paul Ferandell	VPres

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Ferandell Tennis Courts, Inc.

Certified By Paul Ferandell Title VPres

Name  
  
 Signature

Date 04/29/2024

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

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

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Willard Hall	President
Bonne Bayne	Vice President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
n/a	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE
n/a	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
n/a	

Contractor Name: Golden Triangle Land Surveying, Inc.

Certified By Willard Hall Title President

  
 Name \_\_\_\_\_  
 Date April 28, 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

NAME	TITLE
Scott Nelson	Estimator

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Seal Right Paving

Certified By Scott Nelson Title Estimator

[Signature] Name Date 4/29/24  
Signature

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



**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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

Prime Contractor Name: De La Fuente Construction Inc.

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

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

**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

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

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by

**CONTINUATION SHEET**

OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Empty reporting area for disclosure details.

Empty box for additional information or signature.

Authorized for Local Reproduction  
Standard Form - LLL-A

## **LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing 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: Abel Martinez, Contract Specialist, Email: [martinezabel@sandiego.gov](mailto:martinezabel@sandiego.gov)  
Phone No. (619) 533-5270

## ADDENDUM A



## FOR

## SAN YSIDRO ACTIVITY CENTER IMPROVEMENTS

BID NO.: K-24-2246-DBB-3-A  
SAP NO. (WBS/IO/CC): B-20097  
CLIENT DEPARTMENT: 1714  
COUNCIL DISTRICT: 1  
PROJECT TYPE: BE  
CDBG NO.: B-23-CP-CA-0250

---

### **BID DUE DATE:**

**2:00 PM**  
**APRIL 29, 2024**

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

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

## **A. CHANGES TO CONTRACT DOCUMENTS**

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

## **B. BIDDER'S QUESTIONS**

Q1. Is this project a capital improvement project subject to the PLA in place with the City of San Diego?

A1. This contract is not subjected to PLA.

## **C. ATTACHMENTS**

1. To **Attachment D, FUNDING AGENCY PROVISIONS, Section 9, Wage Rates**, pages 50 through 78, **DELETE** in their entirety and **SUBSTITUTE** with pages 7 through 35 of this Addendum.
2. To **Attachment E, Supplementary Special Provisions, Appendices, Appendix D – Sample City Invoice with Cash Flow Forecast**, pages 248 through 250, **DELETE** in their entirety and **SUBSTITUTE** with pages 36 through 37 of this Addendum.

## **D. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To **Attachment E, Section 5, LEGAL RELATIONS AND RESPONSIBILITIES, Subsection 5-10**, page 121, **ADD** the following:

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

**5-10.2.1 Public Notice by Contractor.**

1. Post Project Identification Signs in accordance with 3-11.2, "Project Identification Signs".
2. No less than 5 and no more than 10 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m)

radius of the Project i.e., work area and any other affected areas as shown on the “Notification of Planned Water Shutdown” when you perform the Work.

3. The notification process must be repeated for delays and long pauses in construction activities. Verbal and written notifications, such as door hangers, shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Engineer.
4. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record e.g., time-stamped pictures of the notices, to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
5. Verbal and written notifications shall also include specific impacts from the construction of the City facilities, e.g., fire hydrants, air vacuum and blow-off devices, pedestrian ramps, and sidewalks, e.g., the loss of parking, access, and impact to private property, e.g., landscaping.
6. Furnish and distribute public notices in the form of door hangers using the City’s format to all occupants and/or property owners along streets and all critical facilities such as police stations, fire stations, hospitals, and schools.
7. Where Work is to be performed at least 5 and at most 10 Working Days before starting construction, survey activities, or impacting the community as approved by the Engineer.
8. Within 5 Working Days of the completion or pausing of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outline the anticipated



dates of Asphalt Resurfacing, Slurry Seal, Sidewalk, or Curb Ramp Work. Upon resuming construction activities, you shall redistribute door hangers described in section a) above.

9. "No Parking" signs shall be placed 72 hours before the scheduled construction activities and must include the name and phone number of the Contractor. The Contractor shall document the placement of the signs with time-stamped pictures.
10. Leave the door hanger notices on or at the front door of each dwelling and apartment unit and at each commercial building tenant abutting each street block segment.
11. Where the front doors of apartment units are inaccessible or occupants are unavailable, distribute the door hanger notices to the apartment manager or security officer and leave your contact information, such as business cards.
12. Provide time-stamped pictures of the notices to the Engineer,
13. Door Hanger Material: You shall use Blanks/USA brand, Item Number DHJ5B6WH, 1¼ inch (31.8 mm) Holes (removed), 2-up Jumbo Door Hanger in Bristol White, or approved equal.
14. Door hangers shall include the funding source if project is funded in part by State Gas Tax Revenue (SB1).
15. Mailed Notice Material: You shall use Cougar by Domtar, Item Number 2834, or approved equal.
16. For all Work on private property, contact each owner and occupant individually a minimum of 15 Working Days before the Work. If the Work has been delayed, re-notify owners and occupants of the new Work schedule, as directed by the Engineer.

17. A sample of public notices will be included in the Contract.
2. To **Attachment E, Section 6, PROSECUTION AND PROGRESS OF THE WORK, SubSection 6-1.1, Construction Schedule**, Item 3, page 121, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  3. Refer to the Sample City Invoice materials in **Appendix D - Sample City Invoice** and use the format shown.
3. To **Attachment E, Section 302, ROADWAY SURFACING**, page 147, **ADD** the following:

**302-5.4 Tack Coat.** To the "WHITEBOOK", ADD the following:

  3. Prior to applying the tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.
4. To **Attachment E, Section 303, CONCRETE AND MASONRY CONSTRUCTION**, page 148, **ADD** the following:

**303-5.10.1 Installation.** To the "WHITEBOOK", ADD the following:

  8. Where it is infeasible for a curb ramp run to intersect the street grade at the maximum allowable slope, a slope steeper than 8.33% may be used to limit the ramp run length to 15 ft. The 15-foot measurement excludes landings and shall measure the inside back edge of a sidewalk radius.

**303-5.10.2 Payment.** To the "WHITEBOOK", item 1 and item 2, **DELETE** in their entirety and **SUBSTITUTE** with the following:

  1. The payment for each curb ramp shall include:
    - a. Ramp runs & transition areas (up to 15 ft),
    - b. Landings,
    - c. DWTs,
    - d. Demolition and disposal,
    - e. Forming,

- f. Relocating or raising items in conflict to grade,
  - g. Protecting and preserving existing survey monuments and improvements,
  - h. Restoring pavement.
2. Additional concrete sidewalk and curb quantities beyond 15 feet (4.6 m), measured from the inside back edge of the sidewalk radius where it intersects with the landing, shall be included in the Bid item for **“Construction of Park Improvements”**.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *April 19, 2024*  
San Diego, California

RA/ED/rs

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

"General Decision Number: CA20240001 04/12/2024

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:	. Executive Order 13658 generally applies to the contract.
	. The contractor must pay all covered workers at least \$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.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/05/2024
5	04/12/2024

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).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

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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

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BOIL0092-003 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 51.98	42.11

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BRCA0004-008 11/01/2022

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 44.65	19.00

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BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

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BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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CARP0213-003 07/01/2021

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

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CARP0619-002 07/01/2021

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

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....\$	51.53	16.28
(2) Commercial Building....\$	46.30	16.28
(3) Heavy & Highway.....\$	51.40	16.28
(4) Residential Carpenter..\$	38.47	16.28
(5) Residential		
Insulation Installer.....\$	24.16	15.76
PILEDRIVERMAN.....\$	51.53	16.28

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CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

	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

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ELEC0569-001 06/05/2023

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 60.30	17.84
Electrician.....	\$ 59.46	17.81
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 53.60	17.64
Electrician.....	\$ 52.85	17.62

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

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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, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission,		



transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

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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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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 ELEC0569-008 06/05/2023

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

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

trenchers, cranes (50 tons and below), overhead & underground distribution

	Rates	Fringes
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.

ENGI0012-004 08/01/2023

	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
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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

	Rates	Fringes
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80

	Rates	Fringes
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
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.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	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 following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); 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 bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 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)

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, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

GROUP 9: Crane operator (over 25 tons and up to and including



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

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

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  
ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

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

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

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0229-001 01/01/2024

	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

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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.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 34.29	20.77

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

LABORER CLASSIFICATIONS

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

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

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

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

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

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

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LABO0089-002 11/01/2020

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

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

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

Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure. GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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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

	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.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	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 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

	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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 PAIN0036-001 07/01/2023

	Rates	Fringes
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 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 41.14	23.05
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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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.

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 and remodeling of commercial buildings,		

bars, restaurants, and  
stores not to exceed 5,000

	Rates	Fringes
sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel		
	Rates	Fringes
work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

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PLUM0016-011 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 45.22	22.43

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PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

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ROOF0045-001 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 41.30	12.04

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SFCA0669-001 04/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.19	26.30

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SHEE0206-001 07/01/2023

	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 50.20	30.80

	Rates	Fringes
Except Camp Pendleton.....	\$ 48.20	30.80
Sheet Metal Technician.....	\$ 36.21	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"  
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**APPENDIX D**  
**SAMPLE CITY INVOICE**



## 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** CADIR, MALE, LAT, SDB, HUBZ  
**License #** 919666  
**CADIR** 1000043346

### Bid Detail

**Bid Format** Electronic  
**Submitted** 04/29/2024 1:47 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 375075

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
1-Contractor_Certification_of_Pending_Actions-F.pdf	1-Contractor_Certification_of_Pending_Actions-F.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
2-Mandatory_Disclosure_of_Business_Interest_Forms-F.pdf	2-Mandatory_Disclosure_of_Business_Interest_Forms-F.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
3-D&S_Prime_Contractor_Form.pdf	3-D&S_Prime_Contractor_Form.pdf	PRIME DEBARMENT AND SUSPENSION
00-D&S_Sub_Vendors_Suppliers.pdf	00-D&S_Sub_Vendors_Suppliers.pdf	SUBCONTRACTORS DEBARMENT AND SUSPENSION
5-Disclosure_of_Lobbying_Activities-F.pdf	5-Disclosure_of_Lobbying_Activities-F.pdf	DISCLOSURE OF LOBBYING ACTIVITIES
6-Bid_Bond.pdf	6-Bid_Bond.pdf	Bid Bond

## Subcontractors

Showing 11 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Crown Fence</b> 12118 Bloomfield Ave Santa Fe, California 91790	Constructor - Fencing	1315	1000005330	\$206,569.00	
<b>Ferandell Tennis Courts, Inc.</b> 3216 Grey Hawk Court Carlsbad, California 92010	Constructor - Surface Striping	603945	1000004786	\$20,000.00	CADIR, ELBE, Local
<b>Golden Triangle Land Surveying, Inc</b> 1298 Navel Place Vista, California 92081	Constructor - Surveying	PLS 6788	1000015071	\$26,740.00	ELBE, Local
<b>HR Plumbing, Inc</b> 4751 Oceanside Blvd Suite C Oceanside, California 92056	Constructor - Plumbing	970044	1000002886	\$392,500.00	CADIR, MALE, CAU, SLBE, Local
<b>Johnston Tractor Inc</b> 1824 Highlands View Road Alpine, California 91901	Constructor - Demolition & Grading	833490	1000002192	\$194,825.00	CADIR, ELBE, PQUAL, MALE, CAU, Local
<b>MAC GC-Electric, Inc.</b> 10439 Roselle St. San Diego, California 92121	Constructor - Electrical & Security	911785	1000437660	\$212,000.00	CADIR, MBE, SDB, WBE, FEM, WOSB, Asian, Local
<b>R.E. Schultz Construction, Inc.</b> 1767 N. Batavia St. Orange, California 92865	Constructor - Installation of Playground Equipment	1007195	1000033385	\$79,810.00	CADIR, CAU, MALE
<b>Robertson Industries, Inc</b> 2414 West 12th St, Suite 5 Tempe, Arizona 85281	Constructor - Rubberized Surfacing	667261	1000002700	\$129,258.00	CADIR
<b>SealRight Paving, Inc.</b> 9053 Olive Dr. Spring Valley, California 91977	Constructor - Asphalt Paving	364113	1000039542	\$147,597.78	MBE, CADIR, DBE, MALE, LAT, PQUAL, SLBE, Local
<b>Terra Group Landscape, LLC</b> 1211 S 37th Street San Diego, California 92113	Constructor - Landscaping	904594	PW-LR-1000445308	\$236,000.00	ELBE, MALE, LAT, CADIR, Local
<b>iVet Environmental, Inc.</b> 2534 State Street Suite 311 San Diego, California 92101	Constructor - SWPPP Development, SWPPP Implementation	1046197	PW-LR-1000567406	\$17,050.00	DVBE, CADIR, MALE, SDVSB, CAU, ELBE, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Main Bid</b>							<b>\$3,850,066.00</b>		
1	524126		Bonds (Payment and Performance)	LS	1	\$57,465.00	\$57,465.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$22,000.00	\$22,000.00	Yes	
3	237990		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
4	237990		Construction of Park Improvements	LS	1	\$3,481,551.00	\$3,481,551.00	Yes	
5	237990		Mobilization	LS	1	\$100,000.00	\$100,000.00	Yes	
6			Field Orders (EOC Type II)	AL	1	\$130,000.00	\$130,000.00	Yes	
7	238210		SDG&E Fee Allowance (EOC Type I)	AL	1	\$30,000.00	\$30,000.00	Yes	
8	541330		SWPPP Development	LS	1	\$4,500.00	\$4,500.00	Yes	
9	237310		SWPPP Implementation	LS	1	\$12,550.00	\$12,550.00	Yes	
10	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$2,000.00	\$2,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid	\$3,850,066.00
Grand Total	\$3,850,066.00