

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Brittany Friedenreich, Senior Contract Specialist, Email: [BFriedenreic@san Diego.gov](mailto:BFriedenreic@san Diego.gov)  
Phone No. (619) 533-3104  
L. Marshall / A. Parra / B. Richardson

## BIDDING DOCUMENTS



**FOR**

## JOHN F. KENNEDY NEIGHBORHOOD PARK RESTROOM AND PLAYGROUND IMPROVEMENTS

BID NO.: \_\_\_\_\_ **K-23-2101-DBB-3**  
SAP NO. (WBS/IO/CC): \_\_\_\_\_ **B-18005**  
CLIENT DEPARTMENT: \_\_\_\_\_ **1714**  
COUNCIL DISTRICT: \_\_\_\_\_ **4**  
PROJECT TYPE: \_\_\_\_\_ **GB**  
CDBG #: \_\_\_\_\_ **100003-2022**

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

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

**BID DUE DATE:**

**2:00 PM**

**JANUARY 26, 2023**

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

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

## ENGINEER OF WORK

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

  
1) Landscape Architect

11/29/22

Date

Seal:



  
2) For City Engineer

11/29/2022

Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

### FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

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

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **John F. Kennedy Neighborhood Park**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,240,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 26, 2023 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
  - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
  - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
  - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
  - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
  - 7.5. **Federal Emergency Management Agency, DHS (FEMA), Department of Interior (DOI), Department of Energy (DOE), and Department of Housing and Urban Development (HUD):**

1.	Small Disadvantaged Business (SDB):	5%
2.	Women-Owned Small Business (WoSB):	5%
3.	HUBZone Small Business (HubZone):	3%
4.	Service-Disabled Veteran-owned Small Business (SDVoSB):	3%

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

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

**7.5.2.** 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. AWARD PROCESS:**

**8.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

**8.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.

**8.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.

**8.4.** The low Bid will be determined by the Base Bid.

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

## **9. SUBMISSION OF QUESTIONS:**

**9.1.** The Director (or Designee) of 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:

[BFriedenreic@SanDiego.gov](mailto:BFriedenreic@SanDiego.gov)

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

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



## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

**2.7. BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.  
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/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<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> *Electronic updates to the Standard Drawings may also be found in the link above		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORITION** 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 5 PM, 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

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

\_\_\_\_\_, a corporation, as principal, and  
\_\_\_\_\_, 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 \_\_\_\_\_  
\_\_\_\_\_ for the faithful performance of the  
annexed contract, and in the sum of \_\_\_\_\_ 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)**

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**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor or designee

Print Name: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-In-Fact

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Local Address of Surety

\_\_\_\_\_  
Local Phone Number of Surety

\_\_\_\_\_  
Premium

\_\_\_\_\_  
Bond Number

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of John F. Kennedy Neighborhood Park Restroom and Playground Improvements to include demolition, grading, paving, shade shelter, comfort station, play area structures and safety surfacing, picnic tables, barbeque area, drinking fountain, sidewalk and right-of-way improvements, planting, irrigation systems, and drainage.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **41424-01-D** through **41424-29-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

4825 1/3 Ocean View Boulevard, San Diego, CA 92113

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



**ATTACHMENT B**

**RESERVED**

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

## **EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

### **SECTION A - GENERAL REQUIREMENTS**

#### **A. INTRODUCTION.**

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

#### **B. GENERAL.**

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

#### **C. DEFINITIONS.**

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

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

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

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

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E.**

**EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.
2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
  - a) "Field Orders" and "City Contingency" Bid items.
  - b) Alternate Bid items.
  - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

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

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.



2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS56P, San Diego, CA 92101 with a copy to the Engineer.
3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
  - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
    - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
    - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.

- iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
  - v. When you demonstrate to the City or it's duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
  - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.
  - vii. When the City, or it's duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
  - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
  - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or it's duly authorized officer.
  - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

#### **I. PROMPT PAYMENT.**

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work

performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.

2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

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

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
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 in The WHITEBOOK and the following:

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

#### **6. RECORDS OF PAYMENTS TO DBEs:**

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

#### **7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

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

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

**8.1.1.** Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

"General Decision Number: CA20220001 11/04/2022

Superseded General Decision Number: CA20210001

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)(2)-(60).

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 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 2022.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022
7	07/22/2022
8	07/29/2022
9	08/05/2022
10	08/19/2022
11	09/02/2022
12	09/30/2022
13	10/07/2022
14	10/14/2022
15	10/21/2022
16	11/04/2022

ASBE0005-002 07/04/2022

	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).....	\$ 32.09	19.66

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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 01/01/2021

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

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BRCA0004-008 05/01/2021

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

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BRCA0018-004 06/01/2021

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

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BRCA0018-010 09/01/2021

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

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

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ELEC0569-001 06/01/2021

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

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ELEC0569-004 06/01/2021

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

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ELEC0569-005 06/01/2021

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

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

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

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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 08/30/2021

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

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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		

	Rates	Fringes
vehicles, backhoes, 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 01/01/2022

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

FOOTNOTE:

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

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ENGI0012-003 07/01/2020

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



	Rates	Fringes
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

#### PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

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

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

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

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

#### GROUP 9: Heavy Duty Repairman

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

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

corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM 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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 ENGI0012-004 08/01/2020

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

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IRON0229-001 01/01/2022

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 39.83	25.31
Ornamental, Reinforcing and Structural.....	\$ 44.75	33.95

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 - Seale, 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 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 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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LAB00300-005 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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LAB00345-001 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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LAB01414-003 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 07/01/2020

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

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

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PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(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 10/01/2022

	Rates	Fringes
GLAZIER.....	\$ 47.90	20.71

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\* PAIN0036-019 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.77	17.89

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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 09/01/2022

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 59.68	26.26
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 work.....	\$ 40.95	23.61
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 09/01/2022		
	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 43.66	22.18
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PLUM0345-001 09/01/2022		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03
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ROOF0045-001 07/01/2022		
	Rates	Fringes
ROOFER.....	\$ 39.90	11.19
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SFCA0669-001 04/01/2022		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.16
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SHEE0206-001 07/01/2020		
	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49
SHEET METAL TECHNICIAN - SCOPE:		
a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a		

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

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TEAM0166-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.15	24.82
GROUP 2.....	\$ 38.74	24.82
GROUP 3.....	\$ 38.94	24.82
GROUP 4.....	\$ 39.14	24.82
GROUP 5.....	\$ 39.34	24.82
GROUP 6.....	\$ 39.83	24.82
GROUP 7.....	\$ 41.34	24.82

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) (ii)).

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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 AA63. If a low bid was not accepted, an explanation shall be provided.
- 13.8.** Federal Agencies (gmust be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600 San Francisco, CA 94105	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
	Bid Notification: <a href="https://eweb1.sba.gov/subnet/common/dsp_login.cfm">https://eweb1.sba.gov/subnet/common/dsp_login.cfm</a> <sup>2</sup>
<b>U.S. Department of Commerce</b>	213-989-3153 or 213-353-9400
Minority Business Development Agency	Websites: <a href="http://www.mbda.gov/">http://www.mbda.gov/</a> <sup>3</sup>
1055 Wilshire Blvd Suite 900 Los Angeles, CA 91107	<a href="https://www.mbda.gov/business-center/los-angeles-mbda-business-center">https://www.mbda.gov/business-center/los-angeles-mbda-business-center</a>

- 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> <a href="https://dot.ca.gov/programs/civil-rights/dbe-search">https://dot.ca.gov/programs/civil-rights/dbe-search</a> <a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>
Mailing Address: PO Box 942874 Sacramento, CA 94274-0015	
1820 Alhambra Blvd. Sacramento, CA 95816	
<b>CA Public Utilities Commission (CPUC)</b> <sup>5</sup>	
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

Form AA61 List of Work Made Available

## SUMMARY OF BIDS RECEIVED

[illegible]

Form AA62 Summary of Bids Received

**USE ADDITIONAL FORMS AS NECESSARY**

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

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

Form AA63 DBE Good Faith Effort List of Subcontractors Solicited **USE ADDITIONAL FORMS AS NECESSARY**

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

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

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

Organization Employer Identification Number: \_\_\_\_\_

Organization Contact Person (MBE/WBE Info): \_\_\_\_\_

Organization Contact Person Phone: \_\_\_\_\_

Organization Contact Person E-mail: \_\_\_\_\_

### PREPARER CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, the contents in this report are true and correct.

Full Name of	Preparer's
--------------	------------

Report Preparer:	Signature:
------------------	------------

Preparer's	Date Signed:
------------	--------------

Job Title:	Date Signed:
------------	--------------

Preparer's Email: \_\_\_\_\_ Preparer's Phone: \_\_\_\_\_

**Please report all contracts and subcontracts paid with City of San Diego CDBG Funds.**

[illegible]

## 2: Type of Trade Codes:

**CPD:**

1 = New Construction  
2 = Education/Training  
3 = Other

**Housing:**

1 = New Construction  
2 = Substantial Rehab.  
3 = Repair  
4 = Service  
5 = Projec Mgt.

### 3: Racial/Ethnic Codes:

1 = White Americans  
2 = Black Americans  
3 = Native Americans  
4 = Hispanic Americans  
5 = Asian/Pacific Americans  
6 = Hasidic Jews

### CITY DEPARTMENT CERTIFICATION

I hereby certify that, to the best of my knowledge and belief, the contents in this report are true and correct.

City Project Manager Signature:	
---------------------------------	--

Date Signed: \_\_\_\_\_

Preparer's Email:	Preparer's Phone:
-------------------	-------------------



**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 businessess 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 businessess 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.

Form AA64 MBE/WBE Information

John F. Kenndy Neighborhood Park Restroom and Playground Improvements

Bid No.: K-23-2101-DBB-3

### **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.

Form AA65 Section 3 Outreach Methods

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

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

---

Signature

Print Name and Title

Date

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

### Section 3 Worker Certification Form

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

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

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

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

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

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

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

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

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

---

Signature

Date

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

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

**SECTION 3 – REPORTING REQUIREMENTS AND BENCHMARKS**

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

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

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

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

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

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

**24 CFR 75.25 – Reporting Tables**

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

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

## HUD - ELIGIBILITY CRITERIA

### Section 3 Worker

- Worker is employed by a Section 3 business concern.
- Worker is a YouthBuild participant.
- The Worker's annual income for the previous calendar year is below does not exceed 80% of the Area Median Income (AMI) limit established by HUD. Please see the table below.

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

### Section 3 Targeted Worker

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

### Section 3 Business Concern

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

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

---

Signature	Name and Title	Date
Form AA68 Section 3 Project Closeout Report	Section 3 Summary Closeout Report	October 2021
John F. Kennedy Neighborhood Park Restroom and Playground Improvements Bid No.: K-23-2101-DBB-3		Page 2 of 2 103   Page

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**



## SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as **8:30 AM - 3:30 PM**. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

### SECTION 2 - SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The Contractor shall obtain the following permits:
  - a) Building Permit

### 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.

- 3-8 SUBMITTALS.**

- 3-8.1 General.** To the "WHITEBOOK", ADD the following:

3. All submitted product data shall be legible and be the most up to date information provided by the manufacturer. Any data sheets provided which are dated beyond the last two years shall be accompanied by a letter or certification by the manufacturer that it is the most current information available. Failure to provide such information shall be grounds for rejection of that item.

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

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

**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:
  - b)        Geotechnical Review of Plans, dated October 13, 2022, by Ninyo & Moore.
6.        The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1iul5ILi-PyFQjVw6668y0lQaZ41B69zD?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 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.

**3-13.3 Warranty.** To the "WHITEBOOK", ADD the following:

9. Play Equipment Warranty

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

**100-YEAR LIMITED WARRANTY**

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

**15-YEAR LIMITED WARRANTY**

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

**10-YEAR LIMITED WARRANTY**

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

**8-YEAR LIMITED WARRANTY**

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

**3-YEAR LIMITED WARRANTY**

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

10. This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the play structures and/or equipment are erected to conform with manufacture installation instructions and maintained according to the maintenance procedures furnished by manufacturer. For a full text of the warranty, contact your playground consultant, Coast Recreation, Inc

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

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

2. The specialty inspections required are listed as follows:
  - a) Shade Structure – Welding inspections.
  - b) Play equipment – assembly and safety inspections.
  - c) Rubber resilient surfacing – safety inspection.
  - d) Building footing / pad – safety inspections.
  - e) Flagpole footings and installation – safety inspections.
  - f) Wall footings

**4-3.4.1 Payment.** To the "WHITEBOOK", ADD the following:

3. The payment for special inspection Work specified under this section shall be paid in accordance with 4-3.4.1 "Payment".

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

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:  
<https://www.sandiego.gov/ecp/edocref/>

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

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

**5-4 INSURANCE.**

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

**5-4.1 Policies and Procedures.**

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

## **5-4.2 Types of Insurance.**

### **5-4.2.1 General Liability Insurance.**

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain

the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

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

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

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

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

#### **5-4.2.6 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 percent of the value of the Work under this Contract, plus 15 percent 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 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 that become due and payable under the policy or policies, may compromise any and all claims, and will apply the proceeds of this 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. The responsibility for paying the part of any loss not covered because of the 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 percent of its loss. You shall pay the City any portion of the 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 percent of the loss not insured because of the deductible.

**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.
- 5-4.5.5 Builders Risk Endorsements.**
- 5-4.5.5.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and that arise from Work performed by the Named Insured for the City.
- 5-4.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance,, the City will notify you, and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.
- 5-4.6 Deductibles and Self-Insured Retentions.** You shall 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 and Cash Flow Forecast** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Notice of Exemption** for **John F. Kennedy Neighborhood Park Restroom and Playground Improvements**, Project No. **B-18005.02.06**, 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.

## **SECTION 7 – MEASUREMENT AND PAYMENT**

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

4. The Lump Sum Bid item for “**Construction of Park Improvements**” shall include demolition, grading, paving, shade shelter, comfort station, play area structures and safety surfacing, picnic tables, barbeque area, drinking fountain, sidewalk and right-of-way improvements, planting, irrigation systems, and drainage.

**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 200 – ROCK MATERIALS**

**200-1.1 General.** To the “GREENBOOK”, ADD the following:

Rock products shall be derived from a single source and of the same stock to ensure uniformity of material. Physical samples shall be submitted for each rock product per

Whitebook **Sections 200-1 “Rock Products”** and **200-2 “Untreated Base Materials”** for approval by the City. Samples shall illustrate full variety of the color range and size for each item specified. When a rock product is specified for varying range sizes, a sample and/or representative photo shall be provided for each size range. Photos shall be taken of the actual product to be furnished.

**200-2.1 General.** To the “GREENBOOK”, ADD the following:

Base material for playground safety surfacing shall be Permeable Class 2 Aggregate base and shall conform to 3/4" Permeable Class 2 aggregate base, per the table below. Installation per Greenbook **Section 301-2 “Untreated Base”**.

<u>Sieve Size</u>	<u>Percentage Passing</u>
3/4"	90-100
3/8"	40-100
No. 4	25-40
No. 8	18-33
No. 30	5-15
No. 50	0-7
No. 200	0-3

Class 2 permeable material must have a sand equivalent of not less than 75.

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

**201-1.1.2 Concrete Specified by Class and Alternate Class Table.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

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

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

Based on the Soil Corrosivity Test Results presented in Section 9.6 “Corrosivity” from the Geotechnical Investigation, the concrete foundation for the Prefabricated Restroom and flatwork shall be a constructed with Type II / V cement for normal weight concrete in contact with soil **per Table 201-1.1.3** of the Greenbook. Install **per Section 301-1 “Subgrade Preparation”**.

**201-1.1.6 Pervious Concrete.**

**201-1.1.6.1 General.** To the “GREENBOOK”, ADD the following:

The following types of miscellaneous pervious concrete items are included:

Pervious Concrete Sub-slab install per **303-8 "Pervious Concrete"**.

**201-1.2 Materials.**

**201-1.2.4 Chemical Admixtures.** To the "GREENBOOK", Subparagraph a) ADD the following:

f) Integral Colored Concrete.

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.

Integral color pigments shall meet or exceed ASTM-C-979. The coloring method shall be designed for concrete flatwork applications (broom finishes, sandblast finishes, smooth finishes), as well as vertical surfaces, and other types of architectural concrete. Pigment shall be a permanent coloration, uniform throughout the concrete surface and interior, and shall be highly UV and fade resistant.

Provide sample panel of all colors to be used in the installation on identical surfaces for approval by Resident Engineer with coordination by the Landscape Architect prior to construction. Contractor shall provide a maintenance schedule for integral colored concrete.

Admixture: Hydrotint liquid colors for ready-mix concrete applications.

Manufacturer: Davis Colors for color-conditioned concrete, or approved equal  
1-800-356-4848, [www.daviscolors.com](http://www.daviscolors.com)

Color/Finish: 'San Diego Buff' with medium broom finish (Color to match existing concrete)

Sealing: Per SSP section 201-1.2.7 for Concrete Sealing Materials.

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).

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

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

**ADD:**

**201-2.5 Tie Wire.**

Tie wire shall be 16 gauge, black annealed.

**ADD:**

**201-2.6 Reinforcing Supports.**

All horizontal reinforcing shall be supported on approved chairs or supports to the

**ADD:**  
**201-2.7**

**Dowel.**

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

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

**ADD:**  
**201-11**

**WATERPROOFING FOR CIP WALLS.**

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

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

**ADD:**

**SECTION 206 – MISCELLANEOUS METAL ITEMS**

**206-8**

**ACCESSIBLE SIGNAGE.**

**206-8.1**

**General.**

Signs shall be fabricated in conformance with the SDM-117 standards for signs. Signs shall be fabricated in conformance with the City of San Diego standards for signs. In the event there SDM-117 does not illustrate sign mounting details, refer to City of San Diego Standard Drawing M-45 for installation. Signs shall include:

- a) Accessible Parking Sign
- b) Tow Away Sign

**ADD:**

**SECTION 210 – PAINT AND PROTECTIVE COATINGS**

**210-1.1.1**

**Anti-Graffiti Coating.** To the "WHITEBOOK", ADD the following:

- 3. Third and Fourth coat shall be Item 5600, matte finish. Install **per section 310-6, "Anti-Graffiti Coating Installation."**

**ADD:**

**210-1.6 Comfort Station Paint.**

**210-1.6.1** Refer to **section 219-5.1, "Restroom Building, General"** for the comfort station paint schedule.

**210-1.6.2 Comfort Station Interior.**

All exposed interior masonry, wood and drywall surfaces shall be painted with a one-component, VOC compliant, acrylic epoxy coating for interior use. Apply primer and minimum of two coats per the Manufacturer's instructions. Exposed non-stainless-steel metal surfaces shall receive a corrosive resistant paint.

**210-6 CONCRETE SEALERS.**

Concrete Sealer shall conform to the following specifications:

Product: Cementone Clear Sealer, or approved equal

Manufacturer: L. M. Scofield Company

1-800-800-9900

[www.scofield.com](http://www.scofield.com)

When to Apply: After concrete has FULLY cured, ~ 28 days.

Surface Preparation: Power wash clean of compounds, oil, and debris. Allow surfaces to DRY completely.

Spray Applicator

Guidelines: Airless Spray: 1500-2500 psi with 0.013-0.015-inch fan tip.

HVLP Spray: 5-40 psi with 1.3-1.5mm tip.

Dried Color: Clear gloss

Coating: Uniform

Coverage: (First Coat) 300-400 Sq. Ft/Gal.

(Second Coat) 600-800 Sq. Ft/Gal.

VOC Content: Meet ASTM C 309 Requirements

< 100g/L (0.82./gal.)

Second Coat: Per manufacturer recommendations.

Drying Time: Min. 12 hrs. foot traffic, 72 hrs. hard wheel traffic

Temperature: Apply above 45°F, Store from 45°F - 120°F

Shelf Life: 2 Year, Opened 1 month

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

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

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

Contractor shall prepare concrete paving surfaces per manufacturer's product data bulletin, paragraph 12 'Preparation' requirements.

Contractor shall apply sealer per manufacturer's product data bulletin, paragraph 13 'Application' requirements.

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

**SECTION 213 – ENGINEERING GEOSYNTHETICS**

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

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

Permeable Geotextile fabrics shall conform to the following specifications:

Product: Mirafi 180N or approved equal.

Description Nonwoven Geotextile, N-Series

Manufacturer: TenCate Geosynthetics Americas

706-693-2226

[www.tencate.com/amer/geosynthetics/default.aspx](http://www.tencate.com/amer/geosynthetics/default.aspx)

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

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

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

Permittivity: ASTM D4491, 1.4 sec-1 min.

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

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

## SECTION 217 – BEDDING AND BACKFILL MATERIALS

**217-2.1**      **General.** To “GREENBOOK”, Table 217-2.1, ADD the following:

**TABLE 217-2.1**

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

## SECTION 218 – DETECTABLE WARNING TILES (DWT)

**218-1**      **GENERAL.** To the “WHITEBOOK”, item 1., ADD the following:

- c) Detectable warning surfaces shall be in conformance with CBC Section 1133B.8.5. CBC Sections 1133B.8.5 and 1121 B.3.1, Item 8(a). Provide a minimum of 5-year warranty per DSA Bulletin 10/31/2002, revised 04/09/2008.
- d) Detectable warning surfaces shall contrast visually with adjacent walking surfaces either light-on-dark or dark-on-light. The material used to provide contrast shall be an integral part of the surface. (Sec. 11B-705.1.1.5)
- e) Detectable warning surfaces shall be yellow conforming to FS 33538 of Federal Standard 595C. (Sec. 11B-705.3)
- f) Only DSA-AC detectable warning products and directional surfaces shall be installed as provided in the California Code of Regulations (CCR), Title 24, Part 1, Chapter 5, Article 2, 3 and 4. (Sec. 11B-05.3)

**ADD:**                      **SECTION 219 – SITE FURNISHING MATERIALS**

**219-1**                      **SITE FURNISHINGS.**



**219-1.1      Trash and Recycle Receptacles.**

**219-1.1.1    Trash Receptacles.**

Product:            517 Series Side Opening Door Waste Container with Top.  
Model #:            517 or approved equal.  
Description:        Precast concrete square trash receptacle with concrete top, locking steel side door with hinges, 40-gallon plastic liner and key.  
Integral Color:     None, Natural Gray  
Finish:              Light Sand Blast  
Door:                Gray  
No. of units:        (4)  
Concrete mix:       Steel Reinforced Concrete  
Anti-Graffiti:      Manufacturer applied, non-sacrificial "Nano Sealer".  
Attachment:        Surface-mounted – epoxy in place  
Manufacturer:       Outdoor Creations, Inc., or approved equal.  
                          2270 Barney Street  
                          Anderson, CA 96007  
                          (530) 365-6106  
Sales Rep:          Tim Hudson  
                          (530) 338-8367  
                          [tim@outdoorcreations.com](mailto:tim@outdoorcreations.com)

**219-1.1.2    Recycle Receptacles.**

Product:            517 Series Side Opening Door Recycle Container with Top, "Recycle Logo" inset and painted blue, or approved equal.  
Model #:            517 or approved equal.  
Description:        Precast concrete square recycle receptacle with concrete top, locking steel side door with hinges, 40-gallon plastic liner and key.  
Integral Color:     None, Natural Gray  
Finish:              Light Sand Blast  
Logo Paint:         Standard Recycle Blue  
Door:                Standard Recycle Blue  
No. of units:        (4)  
Concrete mix:       Steel Reinforced Concrete  
Anti-Graffiti:      Manufacturer applied, non-sacrificial "Nano Sealer".  
Attachment:        Surface-mounted – epoxy in place

Manufacturer: Outdoor Creations, Inc., or approved equal.

2270 Barney Street  
Anderson, CA 96007  
(530) 365-6106

Sales Rep: Tim Hudson  
(530) 338-8367  
[tim@outdoorcreations.com](mailto:tim@outdoorcreations.com)

**219-1.2 Tables.**

**219-1.2.1 72" Rectangular Precast Concrete Picnic Table.**

Product: One Piece Rectangle Picnic Table.

Model #: QLMR72PT or approved equal.

Description: Single mold precast concrete rectangular picnic table.

Integral Color: None, Natural Gray

Finish: Santa Fe Sand Blast

No. of units: (2)

Concrete mix: Steel Reinforced Concrete

Anti-Graffiti: Manufacturer applied, non-sacrificial, **per Section 210 'Paint and Protective Coatings'; Matte finish.**

Attachment: Surface-mounted – epoxy in place

Manufacturer: Quick Crete Products Corp., Inc., or approved equal.

731 Parkridge Avenue  
Norco, CA 92860  
(951) 737-6240  
[www.quickcrete.com](http://www.quickcrete.com)

**219-1.2.2 96" Rectangular Precast Concrete Picnic Table.**

Product: One Piece Rectangle Picnic Table.

Model #: QLMR96PT or approved equal.

Description: Single mold precast concrete rectangular picnic table with accessible pull up spaces.

Integral Color: None, Natural Gray

Finish: Santa Fe Sand Blast

No. of units: (4)

Concrete mix: Steel Reinforced Concrete

Anti-Graffiti: Manufacturer applied, non-sacrificial, **per Section 210 'Paint and Protective Coatings'; Matte finish.**

Attachment: Surface-mounted – epoxy in place

Manufacturer: Quick Crete Products Corp., Inc., or approved equal.

731 Parkridge Avenue  
Norco, CA 92860  
(951) 737-6240  
[www.quickcrete.com](http://www.quickcrete.com)

**219-1.2.3 102" Rectangular Precast Concrete Picnic Table – Accessible.**

Product: One Piece Rectangle Picnic Table with Accessible Pull Up Spaces.

Model #: QLMR102PTADA or approved equal.

Description: Single mold precast concrete rectangular picnic table with accessible pull up spaces.

Integral Color: None, Natural Gray

Finish: Santa Fe Sand Blast

No. of units: (2)

Concrete mix: Steel Reinforced Concrete

Anti-Graffiti: Manufacturer applied, non-sacrificial, **per Section 210 'Paint and Protective Coatings'; Matte finish.**

Attachment: Surface-mounted – epoxy in place

Manufacturer: Quick Crete Products Corp., Inc., or approved equal.

731 Parkridge Avenue  
Norco, CA 92860  
(951) 737-6240  
[www.quickcrete.com](http://www.quickcrete.com)

**219-1.2.5 Square Precast Concrete Picnic Table.**

Product: One Piece Square Table (w/ Chess Board top) and Integral Seats.

Model #: 108S or approved equal.

Game Board: One Piece Ceramic Chess Board or approved equal.

Integral Color/ None, Natural Gray

Finish: Tabletop and Bench Tops – Natural w/ smooth finish

Table Pedestal and Bench Legs – Natural– light sandblast finish

No. of units: (2)

Concrete mix: Steel reinforced concrete

Anti-Graffiti: Manufacturer applied, non-sacrificial "Nano Sealer".

Attachment: Surface-mounted – epoxy in place

Manufacturer: Outdoor Creations, Inc., or approved equal.

2270 Barney Street  
Anderson, CA 96007

(530) 365-6106  
Sales Rep: Tim Hudson  
(530) 338-8367  
[tim@outdoorcreations.com](mailto:tim@outdoorcreations.com)

**219-1.2.4 Square Precast Concrete Picnic Table – Accessible.**

Product: One Piece Square Table (w/ Chess Board top) and Integral Seats.  
Model #: 108AC or approved equal.  
Game Board: One Piece Ceramic Chess Board or approved equal.  
Integral Color/ None, Natural Gray  
Finish: Tabletop and Bench Tops – Natural w/ smooth finish  
Table Pedestal and Bench Legs – Natural– light sandblast finish  
No. of units: (1)  
Concrete mix: Steel reinforced concrete  
Anti-Graffiti: Manufacturer applied, non-sacrificial “Nano Sealer”.  
Attachment: Surface-mounted – Grouted threaded coil insert and epoxy in place.  
Manufacturer: Outdoor Creations, Inc., or approved equal.  
2270 Barney Street  
Anderson, CA 96007  
(530) 365-6106  
Sales Rep: Tim Hudson  
(530) 338-8367  
[tim@outdoorcreations.com](mailto:tim@outdoorcreations.com)

**219-1.3 Benches.**

**219-1.3.1 7' Precast Concrete Bench with Back.**

Product: 7' Long Victoria Series Bench with concrete middle arm rest  
Model #: Q2CAL72B-AR or approved equal.  
QC File#: 139624  
Description: Single mold precast rectangular concrete bench with arm rest.  
Integral Color/ None, Natural Gray  
Finish: Bench seat – Natural w/ smooth finish  
Bench body – Natural– light sandblast finish  
No. of units: (2)  
Concrete mix: Steel Reinforced Concrete  
Anti-Graffiti: Manufacturer applied, non-sacrificial, **per Section 210 ‘Paint and Protective Coatings’; Matte finish.**

Attachment: Surface-mounted – epoxy in place

Manufacturer: Quick Crete Products Corp., Inc., or approved equal.

731 Parkridge Avenue

Norco, CA 92860

(951) 737-6240

[www.quickcrete.com](http://www.quickcrete.com)

#### **219-1.4 Barbeque and Hot Coal Combination.**

Product: Steel Barbeque Grill w/ Ash Door Combination

Model #: QCBBQ3668 or approved equal.

Description: Precast concrete square bottomless BBQ body with steel BBQ grill and QC Steel Supplied ash door.

Integral Color: Natural C-1

Finish: Acid Etch

Door: Grey

No. of units: (1)

Concrete mix: Steel Reinforced Concrete

Anti-Graffiti: Manufacturer applied, non-sacrificial, **per Section 210 'Paint and Protective Coatings'; Matte finish.**

Attachment: Surface-mounted – epoxy in place

Manufacturer: Quick Crete Products Corp., Inc., or approved equal.

731 Parkridge Avenue

Norco, CA 92860

(951) 737-6240

[www.quickcrete.com](http://www.quickcrete.com)

#### **219-1.5 Flag Poles.**

Product: Aluminum Flagpole

Model #: EC-20 or approved equal.

Description: 20' Aluminum Flagpole with external halyard, a 5" butt and .188 wall thickness, matching cleat cover box with cylinder lock and (2) sets of keys

Finish: Clear anodized aluminum.

No. of units: (2)

Handholes: None.

Attachment: Embedment mounted in footing per manufacturer's instructions.

Plans: Structural calcs / Engineering plans to be provided for separate submittal; same permit. DSD Structural Review required

Manufacturer: The Flagpole Store or approved equal.

15754 Grand Avenue, Lake Elsinore, CA 92530  
(800) 631-9740  
[www.theflagpolestore.com](http://www.theflagpolestore.com)

## **219-1.6 Bicycle Rack.**

Product: Loop Bicycle Rack

Model #: 100102 or approved equal.

Description: Heavy-duty steel bicycle rack, 2-3/8" O.D. SCH 40 pipe, 5'-4" long to hold seven bicycles.

Finish: Tender Tuff powdercoat

Color: Tan to match play structures.

No. of units: (1) To be donated by manufacturer

Attachment: Imbedded

Manufacturer: Landscape Structures or approved equal.

601 7<sup>th</sup> Street South  
Delano, MN 55328  
(888) 438-6574  
[info@playlsi.com](mailto:info@playlsi.com)

Product Rep.: Landscape Structures or approved equal.

Coast Recreation, Inc.  
3151 Airway Ave Suite A-3  
Costa Mesa, CA 92626  
(714) 619-0100  
Attn: Gregg Rogers  
[grogers@coastrecreation.com](mailto:grogers@coastrecreation.com)

## **219-2 PLAY AREA COMPONENTS – (2 – 5 and 5-12 years).**

### **219-2.1 General.**

All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield finish, TenderTuff coating, etc. Colors shall be provided as indicated below or **approved equal**. Submit a complete color schedule for approval prior to ordering.

**Fasteners:** Primary fasteners shall be socketed and pinned tamperproof in design, stainless steel (SST) per ASTM F879 unless otherwise indicated (see specific product installation/specifications). All primary fasteners shall include a locking patch-type

material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

**TenderTuff Coating:** Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing pressure washer, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV-stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees Fahrenheit (200 degrees Celsius). The finished coating shall be approximately .080" (2,03 mm) thick at an 85 durometer with a minimum tensile strength of 1700 PSI (11721,09 Kilopascals) and a minimum tear strength of 250 pounds/inch (0.028 kilonewton meters). Standard colors are available all with a matte finish.

**ProShield Finish:** All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super-Durable polyester TGIC powder is applied. The average ProShield film thickness is .006". ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

Hardness (D3363) rating 2H

Flexibility (D522) pass 1/8" mandrel

Impact (D2794) rating minimum 80 inch-pounds

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

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

Adhesion (D3359, Method B) rating 5B

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

Standard colors are available. Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.

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

**Concrete Products:** Two processes are used to produce concrete products. (See specific product installation/ specification documents.)

1. Glass Fiber Reinforced Concrete (GFRC) Products: Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs. per square foot and

an average ultimate flexural strength of 2,100 psi per ASTM C947. Finish: Exterior latex paint suited for concrete applications.

2. Precast Concrete Products: Wet-cast solid, molded concrete with an average compressive strength of 5,000 psi per ASTM C39. Unit weight range of about 115-145 lbs. per cubic foot. Finish: Exterior latex paint suited for concrete applications.

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

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

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

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

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

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

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

**Maintenance Kit:** An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate



color touch-up paint, sandpaper, appropriate color touch-up PVC, graffiti remover and additional installation tools for the tamperproof fasteners.

**(PB) Play Booster General Specifications:**

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

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

**Steel Post Mechanical Properties:**

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10<sup>6</sup> PSI

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

**Aluminum Post Mechanical Properties:**

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 10<sup>6</sup> PSI

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

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

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

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

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

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

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

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

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

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

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

Each functional clamp assembly shall have an appropriate number of locking clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) with (2) 3/8" SAE flat washers. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

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

**PlayOdyssey Structural Frame:** Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" (1168 mm) above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" (1524 mm) bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density

polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.312") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws thru (2) 1/4" flanges.

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

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

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

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

**219-2.22      5 Tot Lot Play Structure.**

2 – 5 Tot Lot Play Structure shall be Drawing no. 1129677-01-06 (2-5 years) by Landscape Structures, Inc., or an approved equal. CONTACT Gregg Rogers at Coast Recreation, Inc. (714) 619-0100, or approved equal.

**2 – 5 tot Lot Play Structure Colors:**

**ProShield Finish Powder Coating:**

Posts/Arches:	Tan
Clamps/Connectors:	Lagoon

**Polyethylene:**

Slide Hoods/O-Zone:	Lagoon
Slides/Tunnels/Gliders/E-Pods:	Lagoon

**Permalene:**

Primary Permalene:	Recycled Limon with Black
Secondary Permalene:	Recycled Lagoon with Black

**TenderTuff:**

Barriers/Ladders/Benches:	Tan
Decks/Step Ladders:	Brown

### **Play Structure Components:**

#### **114373A - Belt Bridge (42")**

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

Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting, black in color.

Permalene Panel: One-color panel measures 35 5/8" (904,88 mm) wide x 40 1/2" (1028,7 mm) high, color specified.

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

Mounting Angle: Weldment comprised of 2 1/2" (63,5 mm) wide x 2 1/2" (63,5 mm) high x 36 1/2" (927,1 mm) long formed 10 GA (.135") (3,43 mm) carbon steel with 3/8" x 1 1/8" (9,53 mm x 28,58 mm) stainless steel studs. Finish: TenderTuff, color specified.

Mounting Plate: Fabricated from 2" (51 mm) wide x 36 1/2" (927,1 mm) long 3/16" (4,75 mm) HR flat steel. Finish: ProShield, color specified.

#### **160420A - The Peak Rock Climber DB Only**

Clamps: Cast aluminum. Finish: ProShield, color specified.

Kick Plate: Permalene, color specified.

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

Handhold Panel: Permalene, color specified.

Stepper Assy.: (Base) Weldment comprised of 3/16" (4,75 mm) sheet steel. Finish: ProShield. (Clips) Weldment comprised of 2" x 2" x 1/4" (51 mm x 51 mm x 6,35 mm) steel angle, 3" x 3" x 3/16" (76 mm x 76 mm x 4,75 mm) steel angle and 3/8" (9,53 mm) diameter steel rod. (Peak-fully assembled) Wet cast solid pour concrete product. Finish: Latex paint made for concrete, natural colors.

#### **169318B - Wood Plank Wiggle Ladder 40"Deck w/Recycled Wood-Grain Handholds DB**

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

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

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

Support (DB): Fabricated from 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm - 2,28 mm) galvanized steel tubing.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm) O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

#### **152907A - Deck Link w/Barriers Steel end panels 1 Step**

Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 1/4" (615,95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Barrier: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 Ga. (.120") (3,04 mm) wall steel tubing, 5/8" (15,88 mm) O.D. steel bar with 203 or 303 stainless steel 3/8" (9,53 mm) threaded inserts. Finish: TenderTuff, color specified.

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

SteelX Panels: Zinc plated 7 GA (.179") (4,55 mm) HRPO flat steel. Finish: ProShield, color specified.

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

#### **002681 – No Material Spec**

#### **111228A - Square Tenderdeck**

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

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

Square Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66,68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

#### **121949A - Tri-Deck Kick Plate 8"Rise**

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

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

### **122197A - 90\* Triangular Tenderdeck**

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

Triangular Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4" (66,68 mm x 958,85 mm). Finish: TenderTuff, color specified.

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

### **152907A - Deck Link w/Barriers Steel end panels 1 Step**

SteelX Panels: Zinc plated 7 GA (.179") (4,55 mm) HRPO flat steel. Finish: ProShield, color specified.

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

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

Barrier: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 Ga. (.120") (3,04 mm) wall steel tubing, 5/8" (15,88 mm) O.D. steel bar with 203 or 303 stainless steel 3/8" (9,53 mm) threaded inserts. Finish: TenderTuff, color specified.

Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 1/4" (615,95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

### **115253A - Hole Panel**

Bracket: Formed 11 GA (.120") (3,04 mm) 5052 aluminum angle. Finish: ProShield, color matched to panel.

Hole Panel: One-color Permalene. Panel measures 35 1/2" (901,7 mm) wide x 37" (940 mm) high, color specified.

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

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

### **117957A - Periscope Panel Above Deck**

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

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

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

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

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

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

### **123483A - Space Travel Panel Above Deck**

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

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

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

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

### **173566A - Kaleidospin Panel Ground Level**

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

Panels: Recycled Permalene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Kaleidoscope Panel Assembly: (Panels) Two color Permalene, color specified. (Tubes) Weldment comprised of 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) galvanized tubing and 7 GA. (.179") (4,55 mm) sheet HRPO steel. Finish: ProShield, color specified. (Mirror) Fabricated from 22 GA. (.030") (0,76 mm) stainless steel sheet.

### **177712B - No Material Spec**

### **177718A - Rain Sound Wheel Panel Above Deck**

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

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

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

Panel: Permalene panel measures 35 5/8" (904,87 mm) wide x 41" (1041 mm), color specified.

Hub: Fabricated from 1/4" (6,35 mm) thick HRPO sheet steel. Finish: ProShield, color specified.

Rain Sound

Wheel Panel Assy.: Assembly comprised of (Permalene Panels), color specified. (Shaft) 1" (25 mm) diameter x 4 3/4" (120,65 mm) long stainless steel. (Inner & Outer Rings) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: ProShield, color specified. (Brackets) 16 GA. (.059") (1,50 mm) HRPO sheet steel. Finish: Zinc plate with clear chromate finish. (Spacer) 3/4" (19,05 mm) diameter x 2 1/8" (53,98 mm) long stainless steel. (Flange Oilite Bearing) 1.625" (41,28 mm) diameter x 1.000" (25 mm) long.

#### **173591A - OmniSpin Spinner Surface Mount**

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

OmniSpin Spinner: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

OmniSpin Spinner Frame Assembly: (Frame) Weldment comprised of 2.375" (60,33 mm) O.D. RS20 (.095"-.105") (2,41 mm-2,66 mm) wall galvanized steel tubing, 2.875" (73,03 mm) O.D. RS40 (.160"-.170") (4,06 mm-4,32 mm) wall galvanized steel tubing, 1/4" (6,35 mm) HR flat steel and 3 1/2" (88,9 mm) O.D. CF steel bar. (Base) Weldment comprised of 3/8" (9,53 mm) HRPO sheet steel and 3/16" (4,75 mm) HRPO sheet steel. (Shock Covers) 16 GA (.060") (1,52 mm) HRPO sheet steel. (Crank Arms & Pins) Fabricated from stainless steel. (Shocks) Gas shocks with fixed bearings. Finish: ProShield, black in color.

#### **111403P - No Material Spec**

#### **111403O - No Material Spec**

#### **111403D - 158"Alum Post for Roof DB**

Post: See PlayBooster (PB) General Specifications.

#### **111404F - 108"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.



**111404E - 116"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404D - 124"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**178469A - Palm Tree Accent Topper Custom**

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

Roof Extension: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. steel tube, 4 5/8" (117,47 mm) O.D. x 3/16" (4,75 mm) wall steel tube, 3/16" (4,75 mm) HRPO steel plate and 5" (127 mm) aluminum post cap. Finish: ProShield, color specified.

Roof Gusset: Fabricated from 12 GA. (.105") (2,67 mm) HRPO flat steel. Finish: ProShield, color specified.

Leaves: Fabricated from 10 GA. (.135") (3,43 mm) HRPO flat steel. Finish: ProShield, color specified.

**211190A - Tree House Roof w/Stack and w/Kids Only sign**

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

Roof Frame: Fabricated from 3/16" x 6" (4,75 mm x 152 mm) aluminum 5052-H32 angle. Finish: ProShield, tan in color.

Smoke Stack: Weldment comprised of 3.500" (88,9 mm) O.D. RS20 (.125") (3,17 mm) wall galvanized steel tube, 3/16" (4,75 mm) HRPO steel plate and 14 GA. (.078") (1,98 mm) galvanized steel sheet. Finish: ProShield, black in color.

Roof Post Cap: Weldment comprised of 4-5/8" (117,48 mm) O.D. x 3/16" (4,75 mm) wall aluminum tube and 3/16" (4,75 mm) thick aluminum plate. Finish: ProShield, tan in color.

Roof Bracket: Fabricated from 7 GA. HRPO steel sheet. Finish: ProShield, tan in color.

Roof/Trim Boards: Recycled 1 1/2" x 3 1/2" and 1 1/2" x 5 1/2" high-density polyethylene, cedar and mink in color.

**182503A - Welcome Sign (LSI Provided) Ages 2-5 years Direct Bury**

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

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

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

Border: Permalene, black in color.

#### **123331A - Double Slide 32"Dk DB**

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

Slide: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 GA (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

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

Exit Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm x 2,66 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

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

Rail: Extruded from 1.125" ((28,58 mm) O.D. x .312" (7,92 mm) wall. 6005-T5 aluminum. Finish: ProShield, color specified.

#### **123337A - Single Slide 48"Dk DB**

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

Slide: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 Ga. (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

Exit Support: Weldment comprised of 2.375" (60,33 mm) O.D. RS-20 (.095" - .105") (2,41 mm x 2,66 mm) galvanized steel tubing and 1/4" x 3" (6,35 mm x 76 mm) mounting plate. Finish: ProShield, color specified.

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

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

Rail: Extruded from 1.125" ((28,58 mm) O.D. x .312" (7,92 mm) wall. 6005-T5 aluminum. Finish: ProShield, color specified.

### **219-2.3**

#### **2 – 5 Swing Structure Components.**

#### **2 – 5 Swing Structure Colors:**

ProShield Finish Powder Coating:

Posts/Arches:	Tan
Beams/Clamps/Connectors:	Lagoon

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

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

Full Bucket Seat: Made of U.V. stabilized high-quality black rubber encapsulating a 24 GA (.024") (0,61 mm) stainless steel reinforcement plate. Handles cast from 356-T6 aluminum alloy with black polyarmor paint finish. Handles attach to seat with (3) 1/4" (6,35 mm) x 1 5/16" (33,32 mm) long stainless steel rivets. The full bucket measures 9" (229 mm) deep x 10 1/2" (266,7 mm) wide.

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

tube. (Bearings) UHMW PE lubricated. (Brackets) Made from 356-T6 aluminum.

**177332A - Single Post Swing Frame 8' Beam Height DB Only (Note: To be mounted at 7' beam height per plan.)**

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

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

Post: See PlayBooster (PB) General Specifications.

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

**219-2.4**

**5 - 12 Structure Components.**

5 - 12 Tot Lot Play Structure shall be Drawing no. 1129677-01-06 (2-5 years) by Landscape Structures, Inc., or an approved equal. CONTACT Gregg Rogers at Coast Recreation, Inc. (714) 619-0100, or approved equal.

**5 - 12 tot Lot Play Structure Colors:**

ProShield Finish Powder Coating:

Posts/Arches:	Tan
Clamps/Connectors:	Yellow

Polyethylene:

Slide Hoods/O-Zone:	Blue
Slides/Tunnels/Gliders/E-Pods:	Blue

Permalene:

Primary Permalene:	Recycled Tan with Black
Secondary Permalene:	Recycled Acorn with Black

TenderTuff:

Barriers/Ladders/Benches:	Tan
Wheels/Rings/Rollers	Brown
Decks/Step Ladders:	Brown

Cables:

Cables:	Black
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Vibe/SteelX:

Primary Panels:	Yellow
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**Roller Slide Structure Colors:**

Roller Slide:

Posts/Arches:	Tan
Clamps/Connectors:	Yellow
Play Components:	Yellow
Slide Hoods/O-Zone:	Blue
Wheels/Rings/Rollers:	Brown
Decks/Steps Ladders:	Brown

**Play Structure Components:**

**171539A - Ramp Deck Extension DB 12"Dk**

Curb Panel: One-color Permalene, color specified.

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Deck Ramp Ext.: Flange formed from 11 GA (.120") (3,04 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 15 3/4" x 47" (66,68 mm x 400,05 mm x 1194 mm). Finish: TenderTuff, color specified.

Deck Ext. Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS20 (.085"-.095") (2,16 mm-2,41 mm) wall galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44,45 mm x 44,45 mm x 3,17 mm) HR angle. Finish: ProShield, color specified.

**193173C - No Material Spec**

**229830B - Arcade Climber 72" Deck DB**

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

Arcade Weldment: Comprised of 1.900" O.D. RS-40 (.120"-.130") galvanized steel tubing, 1.315" O.D. RS-20 (.080"-.090") galvanized steel tubing and 1/4" flat steel. ProShield, color specified.

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

Handhold Panel: Recycled Permalene, color specified.

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

**172665B -Loop Pole w/Recycled Wood-Grain Handholds 56"Dk DB**

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

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm) O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

**172666A - Corkscrew Climber w/Recycled Wood-Grain Handholds 48"Dk DB**

Corkscrew Climber w/Recycled Wood-Grain Handholds 48"Dk DB

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

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm) O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

### **235756A - Fish Net DB**

Net: Made of tightly woven polyester-wrapped, six-stranded galvanized-steel cable with a polypropylene core. Connector fabricated from 1.250" (31,75 mm) O.D. 6063-T6 aluminum.

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

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Beam: Weldment comprised of formed 2.375" O.D. RS-40 (.130"-.140" wall) galvanized steel tube and 1/4" x 3" wide steel clamps, and .375" stainless steel sheet. Finished: Proshield-®, color specified.

Attachment Clamp: Weldment comprised of 1/4" HRPO flat steel and 1/4" x 1-3/4" wide steel zinc plated clamp. Finished Proshield, color specified.

Chain: Steel 1/4" (6,35 mm) straight link chain, 3,150 lb (1428,82 kilograms). working load limit. Finish: ProGuard.

### **152907C - Deck Link w/Barriers Steel end panels 3 Steps**

Step Section: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is 24 1/4" (615,95 mm) wide x 14" (356 mm) deep and is perforated with 5/16" (7,94 mm) diameter holes. Finish: TenderTuff, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

Barrier: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 Ga. (.120") (3,04 mm) wall steel tubing, 5/8" (15,88 mm) O.D. steel bar with 203 or 303 stainless steel 3/8" (9,53 mm) threaded inserts. Finish: TenderTuff, color specified.

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

SteelX Panels: Zinc plated 7 GA (.179") (4,55 mm) HRPO flat steel. Finish: ProShield, color specified.

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

### **No Material Spec for 000337A**

### **No Material Spec for 008030**

### **111228A - Square Tenderdeck**

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

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

Square Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 47" x 47" (66,68 mm x 1194 mm x 1194 mm). Finish: TenderTuff, color specified.

#### **111229A - Square Deck Extension**

Square Deck Extension: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 42" x 47" (66,68 mm x 1067 mm x 1194 mm). Finish: TenderTuff, color specified.

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

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

#### **111231A - Triangular Tenderdeck**

Triangular Deck: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size measures 2 5/8" x 37 3/4" (66,68 mm x 958,85 mm). Finish: TenderTuff, color specified.

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

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

#### **119646A - Tri-Deck Extension**

Triangular Deck Extension: Flange formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Standing surface is perforated with 5/16" (7,92 mm) diameter holes. Deck face has (4) slotted holes for face mounting components. The finished size of two of the three sides measures 2 5/8" x 37 7/8" (66,68 mm x 962,03 mm) on the face of the deck and the other side measures 2 5/8" x 43 3/4" (66,68 mm x 1111,25 mm). Finish: TenderTuff, color specified.

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

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

#### **121948A - Kick Plate 8" Rise**

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

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

**121948B - Kick Plate 16"Rise**

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

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

**185852A - Transfer Step w/2 Handloops DB**

Clamps: Cast aluminum. Finish: ProShield, color specified.

Handloop: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,05 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal thread. Finish: TenderTuff, color specified.

Step Support: Weldment comprised of 1.660" (42,16 mm) O.D. RS-20 (.080" - .095") (2,03 mm-2,41 mm) galvanized steel tubing and 1 3/4" x 1 3/4" x 1/8" (44,45 mm x 44,45 mm x 3,17 mm) HR angle. Finish: ProShield, color specified.

Step: Formed from 12 GA (.105") (2,66 mm) sheet steel conforming to ASTM A1011. Finish: TenderTuff, color specified.

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

**115236A - Ball Maze Panel Ground Level Below 48"Dk**

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

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

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Ball: 1/2" (12,7 mm) diameter, SST.

Cover: Made from .177" (4,50 mm) thick x 18 5/16" (465,12 mm) diameter clear polycarbonate.

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

**123319A - Hourglass Panel Ground Level Under 48"Dk**

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

Hourglass: Vacuum formed, clear polycarbonate.



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

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Hourglass Beads: #40 stainless steel beads.

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

#### **160694A - Barrier with Infill Panel**

Clamps: Cast aluminum. Finish: ProShield, color specified.

Infill Panel: Recycled Permalene, color specified.

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

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

#### **169319A - Recycled Wood-Grain Lumber Panel**

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Bracket: Formed from 1/4" x 1 1/4" (6,35 mm x 31,75 mm) HRPO flat steel. Finish: ProShield, tan in color.

Poly Board: Recycled 1 1/2" x 3 1/2" (38,1 mm x 88,9 mm) and 1 1/2" x 5 1/2" (38,1 mm x 139,7 mm) high density polyethylene, cedar or mink in color.

Barrier Rail: Weldment comprised of 1.125" (28,57 mm) O.D. 11 GA. (.120") (3.04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,87 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

#### **176650A - Ship Cannon Panel Above Deck Custom**

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

Angled Panel Bracket: Weldment comprised of .190" (4,83 mm) thick 5052 aluminum formed angle with (2) 6005-T5 aluminum threaded tubes 1 1/8" (28,58 mm) O.D. x 1 1/2" (38,1 mm) long. Finish: ProShield, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

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

Cannon Assembly: Weldment comprised of 10" (254 mm) O.D. x 12 GA (.105") (2,66 mm) wall steel tube, 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,04 mm) wall steel tube, 1/4" (6,35 mm) HRPO steel sheet, 5/8" (15,88 mm) O.D. CF steel bar, and 1/8" x 1 1/2" (3,17 mm x 38,1 mm) HR flat steel. Finish: ProShield, black in color.

Crosshair: Fabricated from 1/8" (3,17 mm) HRPO steel plate. Finish: ProShield, white in color.

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

Cover Panel: One-color Permalene panel, color specified.

Cover: Cast aluminum. Finish Proshield, black in color.

### **111275A - Handloop Assembly**

Handloop: Weldment comprised of 1.125" (28,58 mm) O.D. x 11 GA (.120") (3,05 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal thread. Finish: TenderTuff, color specified.

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

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

### **120901A - Grab Bar**

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

Half Clamp: Cast aluminum. Finish: ProShield, color specified.

Grab Bar: Weldment comprised of formed 7/8" (22,23 mm) O.D. x 11 GA (.120") (3,04 mm) and 1/4" x 1 3/4" (6,35 mm x (44,45 mm) stainless steel half clamps. Finish: TenderTuff, color specified.

### **111362A - Talk Tube 40' Tubing Kit PB**

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

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

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

### **111363A - Talk Tube at Grade Mounted DB Only**

Talk Tube: Weldment comprised of 1.600" (42,16 mm) O.D. RS-40 (.108" - .132") (2,74 mm-3,35 mm) galvanized steel tubing, 14 GA. (.079") (2,00 mm) cold rolled steel sheet zinc plate, and 3/16" (4,75 mm) HRPO steel sheet. Finish: ProShield, color specified.

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

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

Talk Tube Cover: One-color Permalene, Tan in color.

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

### **152179A - Saddle Spinner DB 16"Height**

Shaft Assembly: (Spinner Seat Post) Weldment comprised of 2.875" (73,03 mm) O.D. RS40 (.160"-.170") (4,06 mm-4,32 mm) Wall galvanized steel tubing, 1.250" (31,75 mm) O.D. steel shaft, 12 Ga. (.105") (2,66 mm) HR flat steel and 1144 steel collar. Finish: ProShield, color specified. (Sleeve/Plate) Weldment comprised of 1/4" (6,35 mm) sheet HRPO steel and 2.875" (73,03 mm) O.D. schedule 80 steel tubing. Finish: ProShield, color specified.

Spinner Seat: Rotationally molded from U.V. stabilized linear low-density polyethylene measuring 18 1/4" (463,55 mm) wide x 7" (178 mm) high, color specified.

Rubber Gasket: Made from 50 durometer neoprene.

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

### **247189A - Chill Spinner DB**

Bearing: 2" (50 mm) Deep groove stainless steel.

Seat Frame: Weldment comprised of 1.66" (42,1 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,56 mm) wall galvanized steel tubing, 1/4" (6,35 mm) thick HRPO steel sheet and 3.500" (88,9 mm) O.D. steel pipe. Finish: ProShield, color specified.

Seat Post: Weldment comprised of 3.500" (88,9 mm) O.D. (8 GA) (.165") wall galvanized steel tubing. Finish: ProShield, color specified.

Belt: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, black in color.

Bumper: Molded from U.V. stabilized black EPDM rubber encapsulating 11 GA (.120") (3,04 mm) HRPO steel sheet.

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

Belt Seat: Made from .315" (8,00 mm) thick mini rough top 3-ply rubber belting with polyester fabric plys, black in color.

### **176731A - Ship Wheel Post Mount Above Deck Custom**

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Ships Wheel Assy.: (Wheel) 12" (305 mm) diameter cast 319.1 aluminum alloy. Shaft- 303 stainless steel. Finish: TenderTuff, color specified. (Panels) Permalene, color specified. (Lexan) .177" (4,50 mm) thick clear polycarbonate.

Steering Wheel Cap: Aluminum alloy 6061-T6. Finish: ProShield, white in color.

Steel Clamp: Weldment comprised of 1/4" x 1 3/4" (6,35 mm x 44,45 mm) HRPO flat steel and 1 1/8" (28,58 mm) O.D. stainless steel shaft. Finish: ProShield, color specified.

### **176759A - Ship Bow 84" Wide Custom DB Only**

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

Bow Rungs: Weldment comprised of 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm-2,28 mm) wall galvanized steel tube, 11 GA. (.120") (3,04 mm) HRPO sheet steel and 1/4" (6,35 mm) stainless sheet steel. Finish: ProShield, color specified.

Top Beams: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) galvanized steel tube and 4 5/8" (117,48 mm) O.D. x 3/16" (4,75 mm) wall steel tube. Finish: ProShield, color specified.

Ship Posts: Weldment comprised of 5.000" (127 mm) O.D. x 11 GA. (.120") (3,04 mm) galvanized steel tube, 4 5/8" (117,48 mm) O.D. x 3/16" (4,75 mm) wall steel tube, 1/8" (3,17 mm) thick stainless steel sheet and die cast aluminum post cap. Finish: ProShield, color specified.

### **No Material Spec for 176972B**

### **No Material Spec for 176972D**

### **193170A - LolliLadder w/2 E-Pods**

Pod Casting: Fabricated from sand cast alloy 356 in accordance with ASTM B26. Finish: ProShield, color specified.

E-Pod Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Pod: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Clamps: Cast aluminum. Finish: ProShield, color specified.

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

LolliLadder: Weldment comprised of 1/4" (6,35 mm) HRPO flat steel, 2.375" (60,33 mm) O.D. RS40 (.130"-.140") (3,30 mm-3,55 mm) wall galvanized steel tubing, and 1.315" (33,40 mm) O.D. RS20 (.080"-.090") (2,03 mm-2,29 mm) wall galvanized tubing. Finish: ProShield®, color specified. Finish: ProShield, color specified.

Rung Cap: EPDM, black in color.

**111404I - 84"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404H - 92"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404G - 100"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404F - 108"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404E - 116"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404C - 132"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404B - 140"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

**111404A - 148"Alum Post DB**

Post: See PlayBooster (PB) General Specifications.

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

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

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

Sign Panel: Panel is fabricated from 1/8" (.125") (3,17 mm) aluminum plate. Finish: ProShield®, gray in color. (Sign) Digital image is transferred to a 1/8" (.125") (3,17 mm)

**122033A - SpyroSlide 72"Dk DB**

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

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

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

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

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

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

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

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

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

#### **123333B - Rollerslide 56"Dk DB**

Rail Spacer: Fabricated from 1.312" (33,32 mm) O.D. x 16 GA (.065") (1,65 mm) steel tubing. Finish: ProShield, color specified.

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

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

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

Rollers: Fabricated from 1.900" (48,26 mm) O.D. x 16 GA (.060") (1,52 mm) galvanized steel tubing. Finish: TenderTuff, color specified.

Hood: Rotationally molded from U.V. stabilized linear low-density polyethylene, color specified.

Rails: Extruded from 6005-T1 aluminum. Finish: ProShield, color specified.

Roller Shafts: Fabricated from 1/2" (305 mm) diameter CRS zinc-plated with yellow chromate finish.

Support Leg: Fabricated from 1.900" (48,26 mm) O.D. RS-20 (.090" - .100") (2,28 mm-2,54 mm) galvanized steel tubing. Finish: ProShield, color specified.

Top Plate: Formed from 10 GA (.135") (3,43 mm) 304-2B SST. Finish: TenderTuff, color specified.

Tube: 1 1/8" O.D. x 1 5/8" long aluminum tube. Finish: ProShield, color specified.

### **169317B - Firepole w/Recycled Wood-Grain Handholds 72"Dk DB**

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

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

Clamps: Cast aluminum. Finish: ProShield, color specified.

Handhold Frame: Weldment comprised of 1.125" (28,58 mm) O.D. 11 GA. (.120") (3,04 mm) steel tubing with 203 or 303 stainless steel inserts, with 5/8" (15,88 mm) internal threads and 1/4" (6,35 mm) HRPO steel plate. Finish: ProShield, tan in color.

Poly Board: Recycled high-density polyethylene, cedar and mink in color.

#### **219-2.5 Standalone Telescope.**

Telescope shall be Model EC-037 by Big Toys, Inc., or an approved equal. CONTACT Andrew Etchison at Recreation Brands Southern California, Inc. (858) 668-6325, or approved equal. Provide cut sheet submittal for review and approval.

Telescope Assembly: Telescope Assembly consists of a cast Aluminum Alloy and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Formed Pipe Assembly: Shall be fabricated from 2-3/8" O.D. 13-gauge galvanized steel tubing and 1.315" O.D. 14-gauge galvanized steel tubing. Formed Pipe Assembly shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.

Hardware: All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate topcoat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. Stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one-part resin and one-part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

#### **219-2.6 Fitness Equipment.**

##### **219-2.6.1 General**

All materials shall be structurally sound and suitable for safe use. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating,

galvanizing, powder coating with UV protection, etc. Colors shall be provided as indicated on the plans or **approved equal**.

Product: Outdoor Fitness Equipment  
Model #: SGR2005-1-48-W, 2-Person Accessible Lat Pull  
SGR2005-1-48A-W, 2-Person Accessible Chest Press  
UBX-217, Squat (adjustable resistance)  
UBX-221, Back Extension Pro  
Color Standard Green  
Finish: Powdercoat  
Attachment: Surface-mounted or embedment per manufacturer  
Manufacturer: Greenfields Outdoor Fitness or **approved equal**.  
(888) 315-9037  
[www.gfoutdoorfitness.com](http://www.gfoutdoorfitness.com)

#### **219-2.7 Product Compliance Verification.**

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

#### **219-3 RESILIENT RUBBER SURFACING.**

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

##### **DESCRIPTION**

Tot Turf® Supreme poured in place rubber playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire buffing which will make up the Cushion Layer. The Cushion Layer is capped with Thermal Plastic Vulcanized (TPV) rubber granules mixed with a polyurethane binder creating the Wear Course. The surfacing shall comply with ADA and CPSC guidelines as well as ASTM Standards. Surfacing shall be certified by IPEMA, a third-party testing organization for playground surfaces and equipment. Rubber playground surfacing shall have a percolation rate of 5"-8" (range) inches per hour.

#### **219-3.1 Applicable Standards.**

ASTM International:

- i. 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.



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

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

### **219-3.2 Certified installers.**

Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program" required by Robertson Industries.

### **219-3.3 Submittals.**

The following submittals shall be provided by the Contractor to the City for review and approval:

- a) One original hard copy of the submittal package will be provided. Additional hard copies available by request.
- b) Manufacturer's descriptive data and installation instructions.
- c) Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
- d) Upon request, a listing of at least five installations where products similar to those proposed for use have been installed and have been in service for a minimum period of 3 years. This list shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.
- e) A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM-F1292-09 for a head-first fall from the highest accessible portion of the specified playground equipment.
- f) A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.
- g) A certificate of Insurance shall be provided by Installation Contractor for poured in place surfacing for use as playground safety surfacing, covering both

general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/ umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.

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

#### **219-3.4**

##### **Materials.**

###### **CUSHION LAYER SECTION.**

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

###### **WEAR COURSE.**

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

###### **BINDER.**

- a) No Toluene Diphenel Isocyanate (TDI) shall be used.
- b) No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
- c) Weight of polyurethane shall be no less than 8.5 lbs./gal (1.02 Kg/1) and no more than 9.5 lbs./gal (1.14 Kg/1)

- d) Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original Aliphatic quality.

COLOR.

Selected from Manufacturer's Color Chart as shown on the plans.

#### **219-4**

##### **PREFABRICATED SHADE STRUCTURE.**

The Prefabricated Shade Structure shall conform to the following specifications:

Project Name/JN: JFK Park

Shelter Model #: BV2X29G 29' x 29' Barrel Vault Style Shelter with Mega-Rib roof panels or approved equal.

Manufacturer: ICON or approved equal.

Order Contact: Chad Barry

Unique Recreation Consultants, Inc.

1804 Garnet Avenue #478

San Diego, CA 92109

(951) 541-8380

[www.uniquerecreationinc.com](http://www.uniquerecreationinc.com)

[www.iconsshelters.com](http://www.iconsshelters.com)

Material, color

& finishes: Posts / Framework: **Ash Gray**

Rooftop: **Regal Blue**

Installation: Per 318-5

#### **219-4.1**

##### **Description of Product.**

- A. ROOF SLOPE: Curved Roof
- B. Minimum Clearance Height (MCH): 8.0 in ft. Minimum clearance height under the structure indicates the lowest height of the tie beam from finish grade for clearance under the structure.
- C. The structure shall be a pre-engineered package and shall be shipped as a pre-cut (excluding standing seam roof panels) and pre-fabricated package that shall include the structural framing members, roof panels, fasteners and roof trim as well as job specific installation instructions. The structure will be shipped in an un-assembled package for ease of shipment and assembly.

#### **219-4.2**

##### **Reference Standards.**

- A. AISC - American Institute of Steel Construction Manual of Steel Construction.
- B. ASTM - American Society for Testing and Materials.

- C. AWS - American Welding Society.
- D. LEED - Leadership in Energy and Environmental Design.
- E. OSHA - Occupational Safety and Health Administration Steel Erection Standard 29 CFR 1926 Subpart R-Steel Erection.
- F. PCI - Powder Coating Institute.
- G. SSPC - The Society for Protective Coatings.

### **219-4.3**

#### **Submittals.**

- A. Submit 4 sets of submittal drawings and 2 sets of calc books, both signed and sealed by a Professional Engineer licensed in the State of CA.
- B. Product Design Requirements.  
The building shall meet the following design requirements as shown on the drawings:
  - a. Building Code: CBC 2019.
  - b. Ground Snow Load: 20 PSF
  - c. Basic Wind Speed (V): 85 mph Exp 'C'
  - d. Seismic Design Category: D
- C. Submittal Requirements.  
Calculations and Submittal drawings shall include, at a minimum:
  - 1. Calculations.
    - a. References to building codes and design manuals used for calculations.
    - b. Identification of lateral force resisting system.
    - c. Formulas used for determining snow, wind, and seismic loads to specific project location.
    - d. Three-dimensional modeling input, model geometry, and analysis results.
    - e. Member design results and controlling load combinations.
    - f. Connection design for structural bolts, welds, plate thicknesses, and anchorage to the foundation.
    - g. Foundation designs shall include the required combinations of gravity and lateral loads.
  - 2. Submittal Drawings.
    - a. Anchor bolt layout.

- b. Foundation design.
  - c. Three dimensional views of frame.
  - d. Member sizes and locations.
  - e. Structural connection details, including bolt sizes and plate thicknesses.
  - f. Roof trim and connection details for installation clarity.
- D. Foundation Design.
  - 1. The foundation design shall be supplied by the manufacturer.
  - 2. Anchor bolts shall be supplied by the manufacturer.
  - 3. Foundation materials and labor shall be provided by the structure contractor.
  - 4. Owner should provide site specific soils information for proper foundation design, if that data is not provided the foundation will be design for the minimum soil values allowed by code.

#### **219-4.4 Quality Assurance.**

- A. Manufacturer Qualifications.
  - 1. Minimum of (10) years in the shelter construction industry.
  - 2. Full time on-staff Licensed Engineer.
  - 3. Full time on-staff AWS Certified Associate Welding Inspector.
  - 4. Full time on-staff Quality Assurance Manager.
  - 5. Full time on-staff LEED AP.
  - 6. All welders AWS Certified.
  - 7. Manufacturer owned and controlled finishing system to include shot blast, pretreatment, primer, and top coat.
  - 8. Published Quality Management System.
  - 9. Annual audit of Quality System and Plant Processes by Third Party Agency.
  - 10. Annual audit of powder coat finish system by Third Party Agency (PCI).
- B. Manufacturer's Certifications.
  - 1. PCI 4000 S Certified, Certification thru Powder Coating Institute for original equipment manufacturers (OEMs) to evaluate process on entire finish system to add powder coat over steel.
  - 2. City of Los Angeles, CA Approved Fabricator Type I Steel.

3. Clark County, NV Approved Fabricator steel.
4. City of Houston, TX Approved Fabricator Structural Steel and Structural Insulated Panels.
5. Miami Dade County Certificate of Competency for Structural Steel and Miscellaneous Metal Products and Assemblies.
6. State of Utah Approved Fabricator for Medium and High Strength Steel.
7. City of Riverside, CA Approved Fabricator Type I Steel.
8. City of Phoenix, AZ Approved Steel Fabricator.

**219-4.5 Field or Site Conditions.**

- A. Foundations shall be at the same elevation unless specifically noted otherwise on the drawings.

**219-4.6 Manufacturer Warranty.**

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

**219-4.7 Materials.**

**General.**

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

**A. Reinforced Concrete.**

1. Concrete shall have minimum 28-day compressive strength of 3,000 psi and slump of 4" (+/- 1"), unless otherwise noted on the drawings.
2. Reinforcing shall be ASTM A615, grade 60.

**B. Steel Columns.**

1. Hollow structural steel tube minimum ASTM A500 grade B with a minimum wall thickness of 3/16".

2. Unless columns are direct buried, columns shall be anchored directly to concrete foundation with a minimum of four anchor rods to meet OSHA requirement 1926.755(a)(1).
3. CUSTOM STEEL COLUMNS.  
Custom columns will replace the standard columns. Columns will be Icon column model:  
CC9 stepped rectangular column.

**C. Structural Framing.**

Hollow Structural Steel tube minimum ASTM A500 grade B, "I" beams, tapered columns or open channels shall not be accepted for primary beams. Frame will have a STANDARD POLI-5000 finish. Color chosen from manufacturer's standard color chart: Fox Hollow Gray.

**D. Compression Members.**

Compression Rings of structural channel or welded plate minimum ASTM A36 or compression tubes of structural steel tube minimum ASTM A500 grade B shall only be used.

**E. Connection Requirements.**

1. Anchor bolts shall be ASTM F1554 (Grade 36) unless otherwise noted.
2. Structural fasteners shall be zinc plated ASTM A325 high strength bolts and A563 high strength nuts.
3. Structural fasteners shall be hidden within framing members wherever possible.
4. No field welding shall be required to construct the shelter.
5. All welds shall be free of burrs and inconsistencies.
6. Exposed fasteners shall be powder coated by manufacturer prior to shipment to match frame or roof colors as applicable.
7. Manufacturer shall provide extra structural and roofing fasteners.

**F. Roofing Materials.**

**Primary Roof Deck Of "R" Panel Metal Roofing (MR).**

1. Roofing shall be 24-gauge ribbed galvalume steel sheets, with ribs 1 3/16" high and 12" on center.
2. Roof surface shall be painted with Kynar 500 to the manufacturer's standard color:  
Evergreen. Ceiling surface shall be a "wash coat" primer.

3. Roof panels shall be factory precut to size and angled to provide ease of one-step installation.
4. Metal roofing trim shall match the color of the roof and shall be factory made of 26-gauge Kynar 500 painted steel.
5. Trim shall include panel ridge caps, hip caps, eave trim, splice channels, rake trim, roof peak cap, and corner trim as applicable for model selected. Trim may need to be cut to length and notched. Installation drawings shall have detailed information on how to cut and affix roof trim.
6. Ridge, hip, and valley caps shall be pre-formed with a single central bend to match the roof pitch and shall be hemmed on the sides.
7. Roof peak cap shall be pre-manufactured.
8. Manufacturer shall supply painted screws and butyl tape.

**G. Finishes.**

**Standard E-Coat Finish.**

1. Steel shall be cleaned, pretreated and finished at a facility owned and directly supervised by the manufacturer.
2. Steel shall be shot blasted to SSPC-SP10 near-white blast cleaning. SSPC-SP2 hand tool cleaning will not be an acceptable alternative.
3. Parts shall be pretreated in a 3-stage iron phosphate or equal washer.
4. Epoxy primer powder coat shall be applied to parts for superior corrosion protection.
5. Top coat of Super Durable TGIC powder coat shall be applied over the epoxy primer.
6. Finish shall not have any VOC emissions.
7. Sample production parts shall have been tested and meet the following criteria:
  - a) Salt spray resistance per ASTM B 117/ ASTM D 1654 to 10,000 hours with no creep from scribe line and rating of 10.
  - b) Humidity resistance per ASTM D2247-02 to 5,000 hours with no loss of adhesion or blistering.
  - c) Color/UV resistance per ASTM G154-04 to 2,000 hours exposure, alternate cycles with results of no chalking,



75% color retention, color variation maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure).

8. The manufacturer shall be PCI 4000 S Certified.
9. Exposed fasteners for frame and ornamentation shall be powder coated to match structure.

## **219-5 RESTROOM BUILDING.**

### **219-5.1 General.**

The prefabricated restroom shall conform to the following specifications, or approved equal:

Project Reference#: 10567

Project Name: JFK Park

Building Type: Restroom

Manufacturer: Public Restroom Company, or approved equal  
(888) 888-2060

[www.publicrestroomcompany.com](http://www.publicrestroomcompany.com)

2587 Business Parkway

Minden, NV 89423

Chad Kaufman, President

(888) 888-2060 ext. 109

Paint Schedule:	<u>Component</u>	<u>Exterior PPG (Pittsburgh Paint) Color</u>
	Rake & Fascia	<b>"Sourdough" PPG 1084-3</b>
	Soffits	<b>"Sourdough" PPG 1084-3</b>
	Exposed Top Plate	<b>"Sourdough" PPG 1084-3</b>
	Steel Truss	<b>"Sourdough" PPG 1084-3</b>
	Steel Post/ Column	<b>"Sourdough" PPG 1084-3</b>
	Exterior CMU Courses	<b>"Sourdough" PPG 1084-3</b>
	H.M. Door & Frames	<b>"Sourdough" PPG 1084-3</b>
	Interior Walls & Ceiling	<b>"Sourdough" PPG 1084-3</b>

Roof Schedule: PVDF Kynar 500 – **"Regal Blue"**

ASTM C 1549 - Solar Reflectance – 0.26

ASTM C 1371 – Thermal Emittance – 0.85

ASTM E 1980 – Solar Reflectance Index – 25

Slope > 2:12, Energy Star, CRRC, LEED

Installation: **Per SSP Section 318-4.**

The prefabricated restroom shall have non-absorbent interior concrete slab (not a part of building pad/ foundation); anti-microbial components to reduce health risks; incorporate built in vandal resistance design and have lowered maintenance and long-term warranties. The building shall include two interior mounted baby changing stations.

**219-5.2 "Or Equal" Submittals for Prefabricated Restroom Subcontractors.**

Submittals for "or equal" approval shall be submitted in accordance with **section 4-1.6 "Trade Names or Equals"** and as follows:

- a) Scaled floor plans and elevations, to show general architectural design criteria is met.
- b) A written list of each and every deviation from the published bid specifications/plans. Lack of specificity to each deviation from the bid specifications shall be cause for rejection.
- c) Manufacturer's certification of test compliance from a national independent testing laboratory (within the past year) to support the claim for absorption resistance of the slab type that will be used in their proposed restroom. The written report shall state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM standard #C39 and #C642, respectively.
- d) Or equal applicant shall provide certification of the special insurances required in this bid.
- e) Written statement on company letter head stating the applicant shall be responsible for and to bear all cost for architecture, plan checks, design and structural engineering and all fees in obtaining approvals and permits from applicable agencies.

**219-5.3 Scope of Work.**

**Contractor.**

The Contractor for this project is responsible for the site survey and staking the building locations, finished slab survey elevations and marking on site, construction and compaction of the required building pads; access to the site for a large crane and tractor trailers delivering the prefabricated building; providing water, sewer, and power at a point of connection (POC) within 6 feet of the building and at the depth required by the building subcontractor and local code; and the installation of any sidewalks outside the building footprint.

The Contractor is responsible for verification to the prefabricated restroom subcontractor that there are no unanticipated site delivery issues such as overhead wires, trees, tree roots, or existing grade changes and that prevent a clear path of travel between a roadway and the final site exists for a tractor trailer and crane to expedite delivery. The subcontractor requires that the Contractor certify that the required delivery crane shall be able to set the building modules within 35' distance from the center of the building to the center of the crane hoist.

### **Prefabricated Restroom Subcontractor.**

The prefabricated restroom building specialist will provide to the Contractor final building design architectural drawings and engineering calculations under the responsibility of a licensed structural engineer, in compliance with all local, state and federal codes. The subcontractor shall construct the building offsite as a permanently relocatable building, transport it to the final required destination, and install the building turnkey, on a Contractor prepared building pad per the drawings included in this bid.

Due to the responsibility of the specified building subcontractor for architecture, engineering and a five-year warranty, the site pad must meet the subcontractor's design so the pad and building can be considered from a single source for warranty purposes. The subcontractor must accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

#### **219-5.4 Shipping Protection.**

During transport to the project site the prefabricated restroom may encounter inclement weather or road grime that could require substantial cleaning if the building is insufficiently prepared for transport. The building shall be shrink-wrapped, boxed, or other adequate protection as determined by the Contractor before transportation and sufficiently strong to arrive at the owner's site intact with exterior finish protection. Materials removed on site shall be disposed of and recycled by restroom building installation staff.

#### **219-5.5 Licensing Responsibility.**

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

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

#### **219-5.6 Warranty and Certification.**

##### **a) Foundation and General Warranty.**

The prefabricated structure in this bid is an offsite constructed "product" and not "typical" general construction.

The installation of the product on site is general construction, which must be coordinated between the general contractor and the subcontractor. Specifications for the building foundation/pad shall be provided herein by the specified design/build subcontractor. Due to the responsibility of the specified prefabricated restroom subcontractor for architecture, engineering and a five-

year warranty, the site pad/foundation shall meet the subcontractor's design so the pad and building can be considered from a single source for warranty purposes. The subcontractor shall accept the pad and compactions tests before they take responsibility for the entire system under their warranty.

b) **Concrete Slab, Required Independent Testing Laboratory Certification.**

The prefabricated buildings slab is claimed to be water and urine resistant for life due to special additive technology. The prefabricated restroom subcontractor shall furnish a test certification of compliance from a national independent testing laboratory to support the claim for absorption resistance. The written report shall state the concrete compressive strength (minimum of 7,000 PSI) and absorption resistance (not greater than 3%) per ASTM C642 and C39 respectively.

c) **Certificate of Off-Site Inspection and Construction Compliance, Provision for Maintenance Manuals, and Warranty.**

The off-site restroom construction requires that a licensed third-party inspection firm provide to the Registered Engineer and the local building official with certification and compliance for the building with the approved plans and specifications. A certificate of compliance shall be issued by this inspector to the local building official to provide certification that the building meet and or exceed the approved plans and applicable codes.

At the project conclusion, the building subcontractor shall furnish two sets of complete maintenance manuals including a trouble shooting guide, location of manufacturers of key components for replacement parts together with final as-built plans, and a five (5) year warranty to the owner.

**219-6 GUARDRAIL/FENCING.**

**219-5.1 General.**

The guardrail/fencing shall conform to the following specifications, or approved equal:

Fence Type: Industrial ornamental tubular steel

Manufacturer: Ameristar, or approved equal

(888) 333-3422

[www.ameristarperimeter.com](http://www.ameristarperimeter.com)

1555 N. Mingo Road

Tulsa, OK 74116

Model: Aegis II Majestic 3-Rail

Finish: Custom powder coat, RAL 5005, PMS 2945, or approved equal

Height: 3'-6" above finish surface

Attachment: Direct bury posts in concrete footing

Post Spacing: 6' nominal

Brackets: Industrial swivel (BB304)

#### **219-5.1**

##### **Material.**

- a) Steel material for fence framework (i.e. tubular pickets, rails and posts), shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with 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 0.90 oz/ft<sup>2</sup> (276 g/m<sup>2</sup>), Coating Designation G-90.
- b) Material for pickets shall be 1" square x 14 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ double wall design with outside cross-section dimensions of 1.75" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.715" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts and shall be 2 -1/2 inches square fabricated from 12-gauge steel.

#### **219-5.1**

##### **Fabrication.**

- a) Pickets, rails and posts shall be precut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets. Pickets shall be predrilled to accept retaining rods.
- b) Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that predrilled picket holes align with the internal upper raceway of the ForeRunner rails (Note: This can best be accomplished by making an alignment jig). Retaining rods shall be inserted into each ForeRunner rail so that they pass through the predrilled holes in each picket.
- c) Completed sections (i.e., panels) shall be capable of supporting a 600 lb. load applied at midspan without permanent deformation. Panels shall be biasable to a 25% change in grade.
- d) The manufactured galvanized framework shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be as specified above. The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 1.

Table 1 – Coating Performance Requirements		
<u>Quality Characteristics</u>	<u>ASTM Test Method</u>	<u>Performance Requirements</u>
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60-inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

## SECTION 300 - EARTHWORK

### 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 City.  
  
Clearing and grubbing shall include the saw cutting, demolition, removal, relocation, adjusting, disposal or salvaging of all existing improvements or facilities so indicated on the plans or as directed by the City.  
  
In addition, clearing and grubbing shall include, but not limited to the following items as shown on the plans and specified herein:
- 11) Deleterious materials resulting from clearing and grubbing operations shall be hauled away and disposed of legally at a site obtained by the Contractor.
- 12) Removal and disposal of pipe, steel posts, rubble, miscellaneous concrete and any additional items not specifically mentioned which may be found within the work limits and beneath the ground surface as a result of grading or trenching operations connected with the construction of project improvements.

- 13) Furnishing and applying water.
- 14) Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pull boxes, posts.
- 15) The Contractor shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean-up of spillage will be at the Contractor's expense.
- 16) Clearing and grubbing shall also include mobilization. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.
- 17) Any asphalt pavement and concrete footing material removed during clearing operations should be properly disposed at an approved off-site facility.

**300-2 UNCLASSIFIED EXCAVATION.**

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

In general, the on-site soils are suitable for reuse as fill to support the proposed structure and/or structural fill and shall be removed and recompacted within structural improvement areas as indicated in the grading section of the **Geotechnical Investigation Report, dated 8/03/2018.**

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

Payment for Unclassified Excavation shall be included in the lump sum Bid Item for "Construction of Park Improvements". This will include full compensation for furnishing all labor, materials, tools, equipment, and incidents, and for doing all the work involved in the excavation and embankments to achieve the subgrades and final grades as shown on the plans and as specified and as directed by the City.

The contractor shall be required to prepare their own earthwork quantities 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.

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

The suitability of unclassified excavation as fill material shall be in accordance with the Geotechnical Report and prescribed requirements found therein. Unclassified fill material shall be free of deleterious material.

**ADD:**

**300-12 EARTHWORK FOR PARK IMPROVEMENTS.**

**300-12.1 Soil and Excavation Characteristics.**

- 1) Soils shall be tested for suitability for use as fill material prior to placement to avoid premature corrosion of underground pipes and buried metal in direct

contact with soil. Any corrosive soils found shall be removed from the site or covered by a minimum of 3 feet by acceptable fill soils or topsoil.

**300-12.2 Temporary Excavations.**

- 1) Temporary excavations shall be constructed in conformance with OSHA requirements. Shoring shall be installed in accordance with applicable OSHA codes and regulations.

**300-12.3 Grading.**

- 1) The site is underlain by fill soils and very old paraltic deposits. Cobbles were encountered in the very old paraltic deposits and will result in additional processing and handling prior to reuse. The on-site materials are generally considered suitable for reuse provided that they are processed in accordance with the recommendations herein. Processing of the on-site materials may include removal of oversize materials and moisture conditioning.
- 2) Excavations are generally considered feasible with heavy-duty earthmoving equipment in good working order. However, very difficult drilling and/or excavating should be anticipated within the very old paraltic deposits due to the scattered cobbles and potential for strongly cemented zones. The contractor should be prepared for these conditions.
- 3) Groundwater was not encountered during the subsurface exploration. However, given the current site use, seepage and/or perched conditions should be anticipated. Additionally, the depth to groundwater varies due to seasonal precipitation, subsurface conditions, irrigation, groundwater pumping, and other factors.
- 4) The site is not located within a State of California Earthquake Fault Zone (formerly Alquist-Priolo Special Studies Zone). Based on the review of published geologic maps and aerial photographs, no known active or potentially active faults underlie the site. The potential for surface fault rupture at the site is considered to be low.
- 5) Field infiltration testing generally indicated percolation rates to be 11.9 minutes per inch and 8.0 minutes per inch in infiltration tests IT-1 and IT-2, respectfully. These rates are intended to be used for landscaping purposes and are not considered suitable for use in the design of permanent stormwater BMPs.
- 6) Based on laboratory corrosion testing, the on-site soils are classified as corrosive in accordance with Caltrans (2018) guidelines and ACI 318.
- 7) Site Preparation  
Prior to performing site excavations, the surface areas should be cleared of existing improvements, vegetation, surface obstructions, and other deleterious materials. Construction materials, vegetation, and debris from the clearing operations should be disposed of off-site. Obstructions that extend below the finished grade, if any, should be removed and the resulting holes filled with compacted fill.



8) Excavation Characteristics

Based on soils investigations, the on-site earth materials should be generally excavatable with heavy-duty earthmoving equipment in good working condition. However, the presence of cobbles and/or strongly cemented zones will result in the need for additional effort during excavation.

9) Remedial Grading

Due to the undocumented nature of the existing near surface fill soils, and the potential for disturbance of the underlying soils during demolition, the fill soils within the restroom pads shall be over excavated. For the purposes of the geotechnical report, the pad is defined as the structural footprint of the improvement (including foundations for attached overhangs, canopies, and other appurtenances) plus a horizontal distance of 5 feet, where feasible.

The existing fill soils within the restroom pads shall be over excavated to a depth of 2-feet below the bottom of the deepest proposed footing and replaced with fill material as described in this report. The low expansion index materials (EI <50) generated from the remedial grading may be reused onsite provided they meet the criteria for fill materials described in Section 9.1.5 of the geotechnical report. The over excavation should extend to the horizontal limits of the improvement pads as previously defined. The extent and depths of removals and over excavations should be evaluated by the resident engineer in the field based on the materials exposed.

Following the removal, the resulting surface should be scarified to a depth of approximately 6 inches, moisture conditioned and recompact to a relative compaction of 90 percent as evaluated by the ASTM International (ASTM) Test Method D 1557 prior to placing new fill. Once the resulting removal surface has been recompact, the over excavation should be backfilled with generally granular soils that possess a low-expansion potential (i.e., an expansion index [EI] of 50 or less).

10) Fill Material

In general, the existing on-site materials are considered suitable for reuse as fill, provided that the oversize materials (i.e., materials with dimensions in excess of those outlined herein) are removed from the soil mass prior to reuse. Fill material should be free of trash, debris or other deleterious materials. Material for use as fill should not contain rocks or lumps greater than approximately 4 inches in size.

Utility trench backfill material should not contain rocks or lumps over approximately 3 inches in general. Soils classified as silts or clays should not be used for backfill in the pipe zone. Larger chunks, if generated during excavation, may be broken into acceptably sized pieces or disposed of offsite.

Imported fill material, if used, should generally be granular soils with a low expansion potential (i.e., an expansion index [EI] of 50 or less evaluated in accordance ASTM D 4829. Import material should also be non-corrosive in

accordance with the Caltrans (2016) corrosion guidelines. The resident engineer shall approve materials for use as fill prior to filling or importing.

11) Fill Placement and Compaction

Prior to placement of compacted fill the contractor should request an evaluation of the exposed ground surface by the Resident Engineer. Unless otherwise recommended, the exposed ground surface should then be scarified to a depth of approximately 8 inches and watered or dried, as needed, to achieve generally consistent moisture contents above the laboratory optimum. The scarified materials should then be compacted to 90 percent relative compaction in accordance with ASTM D 1557. The evaluation of compaction by the resident engineer should not be considered to preclude any requirements for observation or approval by governing agencies. It is the contractor's responsibility to notify the resident engineer when project areas are ready for observation, and to provide reasonable time for that review.

Fill materials conforming to our recommendations for Materials for Fill, should be moisture conditioned to generally above the laboratory optimum moisture content prior to placement. The optimum moisture content will vary with material type and other factors. Moisture conditioning of fill soils should be generally consistent within the soil mass.

Prior to placement of additional compacted fill material following a delay in the grading operations, the exposed surface of previously compacted fill should be prepared to receive fill. Preparation may include scarification, moisture conditioning, and recompaction.

Compacted fill should be placed in horizontal lifts of approximately 8 inches in loose thickness. Prior to compaction, each lift should be watered or dried as needed to achieve generally above optimum moisture content, mixed, and then compacted by mechanical methods to a relative compaction of 90 percent as evaluated by ASTM D 1557. The upper 12 inches of subgrade for flatwork/sidewalks that will be subject to vehicle loading should be compacted by mechanical methods to 95 percent as evaluated by ASTM D 1557. Successive lifts should be treated in a like manner until the desired finished grades are achieved.

12) Finish Grading:

Finish grades shall be measured at the top surface of materials. The Contractor shall calculate required subgrade elevations based on surface material thickness.

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

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

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

Final grades shall be acceptable to the Resident Engineer.

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

**301-1.3 Relative Compaction:** To the “WHITEBOOK”, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

The upper 8 inches of subgrade for standard flatwork/walks and site walls should be compacted by mechanical methods to 90 percent as evaluated by ASTM D 1557.

The upper 12 inches of subgrade for flatwork/walks subject to vehicle loading should be compacted by mechanical methods to 95 percent as evaluated by ASTM D 1557.

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

Class II Aggregate Base shall be installed per this **Section 301-2 “Untreated Base”**.

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

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

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

**303-1.1 General.** To the “GREENBOOK”, ADD the following:

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

- a) Concrete Cleanouts
- b) Concrete Catch Basin

**ADD:**

**303-1.1.1 Concrete Paving Mock-Up Samples.**

Prior to the installation of any concrete paving work, the Contractor shall prepare field-constructed mock-up samples for each type and pattern of concrete required for the project for review and approval. Mock-up samples shall comply with the following requirements of using materials and same construction method, including special features for expansion joints, construction joints, form work, surface finishes, textures, color(s), and contiguous work, as indicated for final Work:

1. Locate Field-Constructed Mock-up Samples on the Project Site in location as directed by the Resident Engineer.

2. Notify the Resident Engineer, in writing, at least one (1) week in advance of the dates and times when Field-Constructed Mock-up Samples will be erected.
3. Demonstrate quality and range of aesthetic effects and workmanship in the Field-Constructed Mock-up Samples that will be produced in final Work.
4. Obtain the Resident Engineer's acceptance of Field-Constructed Mock-up Samples, in writing, before start of installation of Work.
5. Retain and maintain Field-Constructed Mock-up Samples during construction in an undisturbed condition as a standard for judging the completed Work.
6. When directed by the Resident Engineer, the Contractor shall demolish and remove Field-Constructed Mock-up Samples from Project Site.
7. Paving Samples: The Contractor shall provide a mockup paving sample for each type of paving finish proposed herein this Section, and as indicated on the Contract Drawings, for review and approval by the Resident Engineer.
  - a) Each mockup paving sample within this Section shall measure ten (10') feet long and six (6') feet wide mockup, to compare the aesthetics of material colors, textures, and finishes.
  - b) When the Resident Engineer determines that a mockup sample does not meet requirements, retain it for reference and cast another paving mockup sample until the mockup sample is accepted.
  - c) Accepted mockups will be the standard by which remaining work will be evaluated for technical and aesthetic merit. Accepted mockup is a prerequisite to beginning job of installing paving Work. Submit variations from mockup materials or techniques for approval by the Resident Engineer prior to use.

**303-1.9.1 Cast in Place Concrete Wall Finish.** To the "GREENBOOK", ADD the following:

Cast in place concrete walls shall have a light to medium sandblast finish on the vertical faces of walls (both sides) below the CIP concrete cap which shall receive a smooth trowel finish on the top. Contractor to provide sample finishes prior to doing the work. Review during progress of sandblasting for approval of 'sample' finish to which all work will be compared, for consistency.

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

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

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

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

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

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

ADD the following:

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

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

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

**ADD:**

**303-9 WATERPROOFING FOR CONCRETE AND MASONRY WALLS.**

**303-9.1 Installation.**

The work in this section includes requirements for membrane waterproofing of concrete and masonry walls, including drain board protection material. The extent of the waterproofing shall include the horizontal surface of footings and vertical surfaces of footings and walls. (See Section 202-7 for materials.)

Delivery - materials should be delivered in manufacturer's original, unopened packaging with labels attached. Store materials indoors, or otherwise protected from the weather. Materials stored outside should be covered with a tarpaulin. Any material damaged must be removed from the project area and replaced with new materials.

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

Concrete should be wet cured a minimum of seven days before waterproofing application in accordance with the waterproofing manufacturer's instructions. Lightweight structural concrete must have dried a minimum of 14 days.

Clean all surfaces that will receive membrane with a broom, vacuum cleaner, or air hose to remove dust, dirt, loose aggregate, or other foreign materials. Surfaces to receive the waterproofing system materials must be smooth, dry, and free of dust, dirt, loose aggregate or other foreign materials. Surfaces must be free of voids, spalled areas, loose aggregate, and sharp protrusions. Repair any surfaces that are not structurally sound, that have voids, protrusions, rough spalled areas, loose aggregate, or exposed coarse aggregate. Remove all grease, oil, and other contaminants.

Apply a stripe coat of the liquid waterproofing material over cracks up to 1/16". Cracks over 1/16" and joints must be caulked prior to waterproofing.

A compatible primer of the same manufacturer as the membrane shall be applied as direct by manufacturer. Prime only the area which can be covered with membrane in the same working day. Areas primed and not covered with membrane within 24 hours should be re-primed. Smoothness and porosity of the concrete will affect coverage rate.

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

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

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

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

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

**ADD:**

**303-10 CAST-IN-PLACE CONCRETE WALLS.**

**303-10.1 Mock-ups.**

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

**ADD:**

**303-11**

**CONCRETE CURBS.**

**303-11.1**

**Concrete Mow Curb Installation.**

Concrete Curbs shall be constructed as indicated on the plans. Concrete shall be 560-C-2500, cast in place using smooth forms set to provide the straight lengths as indicated on the plans. Reinforcing bar shall conform to section 201-2.2.1. Top surface of mow curb shall be light broom finish with troweled edge, radii as indicated on the plans. Mow curb height shall be set to be flush with the adjacent finished pavement grade.

**SECTION 310 - PAINTING**

**ADD:**

**310-6**

**ANTI-GRAFFITI COATING INSTALLATION.**

**310-6.1**

**Items to Receive Anti-Graffiti Coating.**

Anti-graffiti coating shall be applied to ALL concrete cast in place constructed walls and site furnishings and prefabricated comfort station exterior masonry surfaces, including their components such as grout joints, mortar joints, wall caps, veneers, etc.

Anti-graffiti coating, per this section, shall be applied to comfort station exterior masonry walls by the Manufacturer prior to installation and delivery to the site. Anti-graffiti coating, per this section, shall also be applied to precast concrete site furnishings, benches, tables, litter receptacles, light poles, etc. by the Manufacturer prior to installation and delivery to the site. The Contractor shall be responsible for conformance to **Section 210-1.1.1 "Anti-graffiti Coating"** and supplementary special provisions.

Contractor shall apply anti-graffiti coating to concrete improvement mock-ups to show a representative example of the complete and finished installation.

**310-6.2**

**Application.** Application shall be applied by spray method unless otherwise approved or directed by the City. Anti-graffiti application shall conform to **Section 310-1 "General"** for Weather Conditions, Application, Thinning, and Protection of Work.

**310-6.3**

**Payment.** The payment for the Anti-Graffiti Coating Installation shall be included in the lump sum Bid Item for "Construction of Park Improvements". This shall include all labor, materials, equipment and incidentals shall be included in the price for the individual item to which it is applied and within the lump sum project cost. No additional compensation shall be allowed, therefore.

**ADD:**

## **SECTION 318 - SITE FURNISHING INSTALLATION**

### **318-1**

#### **GENERAL.**

Deliver, store and handle all furnishing materials to prevent damage. Install all factory-fabricated site furnishings in conformance manufacturer's specifications, instructions and recommendations. Contractor shall provide the owner with one copy of complete manufacturers installation instructions and maintenance kit.

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

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

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

See construction plans and details for location and layout. See **Section 219 – Site Furnishings Materials**, of these Special Provisions for model numbers of furnishings.

Apply anti-graffiti coating **per Section 210-1.1.1**.

### **318-1.1**

#### **Measurement and Payment.**

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

### **318-1.2**

#### **Additional Installation Provisions.**

#### **318-1.2.1**

##### **Trash and Recycle Receptacle Installation.**

When trash / recycle receptacles have maintenance door, Contractor shall verify maintenance door orientation with Landscape Architect prior to securing in place.

Install trash / recycle receptacles 6-inches minimum from edge of hardscape and 10-feet minimum from seating areas.

#### **318-1.2.2**

##### **Tables.**

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



### **Accessible Tables.**

Accessible tables shall be located where finish floor surfaces have a maximum slope of 1.5%, both directions. Accessible tables shall be mechanically secured to the pavement per the manufacturer's installation instructions.

#### **318-1.2.3 BBQ Installation.**

BBQs installed over paving surfaces shall be surface-mounted with anchor rods and epoxy.

#### **318-1.2.6 Bench Installation.**

Benches installed over paving surfaces shall be surface-mounted with anchor rods and epoxy.

#### **318-1.2.7 Bicycle Rack Installation.**

Bicycle rack shall be installed in a concrete footing per the manufacturer's installation instruction. Protect the bicycle rack from concrete splatter.

### **318-2 PLAY AREA & FITNESS COMPONENTS INSTALLATION.**

#### **318-2.1 2-5, 5-12 Play Area and Fitness Equipment Installation.** Explicit installation instructions shall be provided by the manufacturer, which shall include detailed, scaled plan view, elevations footing drawings and details, as well as written instructions to assure proper installation of the playground and fitness equipment, structure or modular unit.

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

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

See construction plans and details for location/layout and model numbers of play equipment and fitness equipment.

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

The stand-alone telescope shall be installed with the center of the eyepiece at 36 inches above finished pavement surface for full accessibility.

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

Close out: contractor shall provide the owner with one copy of complete manufacturers

installation instructions and maintenance kit. Each manufacturer sends at least two sets of installation manuals with each order. Additional sets of installation instructions should be purchased from the manufacturer if originals are lost or damaged. It is the contractor's responsibility to secure the installation instructions from the installer.

**318-2.2 Measurement and Payment.** The 2-5-year-old play structure, 5-12-year-old play structure, swing set, and fitness equipment shall be measured for payment by each structure complete and in place. Payment shall be included in the lump sum Bid Item for "Construction of Park Improvements" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing each play structure unit, complete in place, as shown on the Plans and as specified in these Special Provisions and directed by the City.

### **318-3 RESILIENT RUBBER SURFACING INSTALLATION.**

#### **318-3.1 Delivery, Storage and Handling.**

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

#### **318-3.2 Site Preparation.**

- a) **Finished Grade/Slope.** Verify that finished elevations of adjacent areas are as indicated on the site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per, site or equipment plans while meeting accessibility and use zones requirements.
- b) **Subbase.** Tolerance of concrete subbase shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Verify that subgrade has been fully compacted to 95 percent or greater.
- c) **Curing of Concrete.** If poured in place surfacing is installed, verify that concrete Subbase has cured and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.
- d) **Drainage.** Verify that sub-surfacing drainage has been installed to provide positive drainage.

#### **318-3.3 Installation.**

- a) **Poured in Place Surfacing.** Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to *2,000 square feet* per day and completely bonded to concrete of subbase. Material shall cover all foundations and fill around all elements penetrating the surface.

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

Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look. The manufacturer's Service Center Manager reserves the right to control the installation based on such factors without penalty to Robertson Industries, Inc. H. Sequencing and Scheduling: Poured in place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Surface installation coordinated by a Robertson Industries, Inc. representative.

- b) **Cushion Layer.** Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- c) **Wear Course.** Wear Course must be Thermal Plastic Vulcanized (TPV) granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except where the Wear Course is composed of differing color patterns, pour shall be continuous and seamless up to *2,000 square feet per day*. (Contact sales representative for seamless installations in excess of 2000 square feet) Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a topcoat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.
- d) **Perimeter.** For installations over existing concrete, the perimeter must be saw cut to provide a keyway to the width and depth indicated on the plans, or formed during the pour, with surfacing rolled down inside void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or boarder the inside vertical edge shall be primed with adhesive. Cushion layer shall be tapered at a 45° angle as indicated on the details to allow the color wear surface material to be poured into the key where it joins the concrete edge. Color wear layer shall be flush with adjacent finish surface with a hand tooled edge to the radius indicated on the plans.
- e) **Thickness.** Construction methods, such as the use of measured screeds or guides shall be employed to ensure that full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein. Contractor shall verify cushion layer to meet CPSC Guidelines and ASTM 1292 for fall heights for each piece of equipment.

- f) **Clean Up.** Manufacturer's installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.
- g) **Protection.** The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the manufacturer.
- h) **Manufacturer's Services.** For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

#### **318-3.4 Warranty.**

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

#### **318-3.5 Payment.**

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

#### **318-3.6 Independent Play Audit.**

The Contractor shall be responsible for providing an Independent Audit of the playground area, resilient surfacing and all play equipment. The audit shall be conducted by a third-party Certified Playground Safety Inspector approved by the Park and Recreation Department. The audit shall confirm compliance with the most current versions of accessibility and safety standards, including, but not limited to, the following: Americans with Disabilities Act (ADA), Consumer Product Safety Commission's (CPSC) "Handbook for Public Playground Safety", and the American Society for Testing and Materials (ASTM) "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment for Public Use," "Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment" and "Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment." In addition, the audit shall test for actual G Max ratings accomplished, head injury criterion (HIC) score, and ADA pedometer readings.

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

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

#### **318-4 PREFABRICATED RESTROOM BUILDING INSTALLATION.**

##### **318-4.1 Building Pad/ Foundation Installation.**

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

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

##### **318-4.2 Connection to Utilities.**

The restroom subcontractor will stub-out: Electrical, Water, and Sewer at the proper POINT OF CONNECTION AND AT THE PROPER ELEVATION BELOW GRADE, for this project. Restroom subcontractor shall provide final hook up of the water from building to POC; sewer hookup to POC; and electrical sleeve from building panels to POC only. Final utility connections shall be by Contractor or others. Contractor shall flush the water lines thoroughly before making final water connection to the building. **Thoroughly flushing the water lines for AT LEAST 30 MINUTES is critical to ensure that the new code required low-flow fixtures and flush valves that are extremely sensitive to particulate matter in the water will not malfunction. Contractor shall flush all lines per spec section 901-1.1.2.2 'Start-up Procedures'.**

**318-4.3****Mat Engineered Concrete Building Slab/Foundation.**

1. The factory mat engineered 8" thick slab/foundation shall be engineered and constructed to withstand the transportation weight of the building without cracking and to resist absorption from any liquids deposited on the surface. The concrete slab shall be constructed inside a steel angle curb, reinforced with dual mats (tension and compression,) and poured with a custom concrete formula with special admixtures to create a finished slab that is waterproof for life.
2. The building slab/foundation will include the area under the covered entry.
3. Perimeter Steel Curb: 5/16" 50,000-kip steel 6" X 6" welded continuous angle.
4. Rebar Steel Mat: Two layers of 40,000 tensile steel rebar in varying sizes per Engineer's requirements, including a perimeter structural continuous grade beam design inside the exterior steel angle and at any other location deemed by the engineer of record as required for the use intended. In coastal locations or when required for corrosion resistance rebar shall be epoxy coated or fiberglass to resist permanent corrosion. Rebar mats shall be wire tied to code with a minimum of three turns of the wire and overlaps shall be minimum of 15 diameters for any connection.
5. All slab openings shall be surrounded with two layers of steel collars as required by the engineer of record to stop corner cracking and to reinforce the openings for lifting.
6. 1" thick by 3" minimum length threaded nuts shall be welded to the steel perimeter frame with continuous ¼" fillet welds. Nuts shall be welded to common steel plates per the Engineer of Record's design and attached to the interior steel rebar structural mats.
7. The manufacturer's engineer of record shall provide lifting locations with sufficient reinforcement to allow the safe lifting of the entire designed weight of the structure with dual 1" steel bolts and washers at each lifting location. The number of lifting locations with each location fitted with removable ¾" 8" X 8" 50,000 tensile strength steel angles shall be determined by the engineer of record.
8. The slab shall be poured over a 1" thick steel plate table. The concrete mix design shall not exceed a 3" slump and shall be stinger vibrated for maximum consolidation. All floors shall slope to any floor drains within each room and if no floor drain is present the floor should not slope. The surface shall be a very light broom that should meet a coefficient of friction on the surface of .06. Birdbaths shall be cause for rejection.
9. The steel perimeter angle will remain below the concrete surface by nominal two inches to prevent corrosion. After the site concrete sidewalks are poured, the joint shall be full flow sealed with self-leveling grey urethane caulk to prevent penetration of water into the joint.

10. The building shall be designed for future relocation and shall provide protection for the lifting openings in the mat slab so that the threaded openings will be available for future use if needed.
11. The building systems shall be designed for placement on a Contractor site prepared class 2 building pads/and or footings as required by code, per the bid drawings, suitable for 1500 pounds soil bearing capacity minimum. Any soils survey (if necessary) shall be by owner or engineer of record.

#### **318-4.4 Exterior & Interior Masonry Block Walls.**

1. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block for structural integrity. All CMU shall be custom-fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar. The exterior walls shall be 4" thickness per State of California codes or engineering for wind and seismic. The interior walls shall be 4" block to nominally 7'-4" above finished floor and wood-framed with applicable required finishes above for pony and gable walls. A structural steel tubular .188 wall cap beam shall be welded to 5/16" 40,000-kip steel plate embeds, at intervals per the engineer of record, within the masonry wall. Cap beam shall be ZRC primed and painted, color schedule **per Section 219-5.1.**
2. The 8" mat engineered concrete slab shall be cured a minimum of 7 days. Holes for vertical dowels shall be drilled into the mat engineered slab avoiding any grade beams or other structural reinforcement. Once the holes are drilled, blow out the remaining material and using two-part structural epoxy, wet set the #3 or #4 vertical rebar (as specified on the engineering calculations into holes drilled to the depth per the engineer of record requirements. Each rebar shall be held vertical to allow equal epoxy support to each dowel during the drying period. Engineering calculations require that rebar shall be installed in each concrete block center void or every block hole. The engineered uplift on each rebar shall be sufficient to restrain any load imposed on the masonry block wall for vertical rebar pull out from the concrete mat engineered slab.
3. The block walls shall be nominal 8" x 16" CMU. The building corners shall have special corner return block that matches the exterior finish and creates a uniform appearance. All 4" CMU shall be custom fabricated with an enlarged interior hole for placement of the grout and vertical rebar.

#### **318-4.5 Roof System.**

1. The roof structure shall be 2" x 6" wood rafters at 24" on center with 5/8" OSB sheathing and ice and water shield membrane with 26 gauge standing seam metal roof panels. Building roof rake and fascia shall be wrapped with 14 gauge formed metal to match roof, painted. Soffit area to be painted. Color schedule **per Section 219-5.1.**

2. The roof design by manufacturer shall exceed compliance with local code at 20 PSF live load and wind load "C".

The restroom ventilation screens (described in a following section) shall be attached to the gable truss frames and vandal resistant. Roof color shall be per color schedule **per Section 219-5.1.**

#### **318-4.6 Interior Wall Finish.**

Interior precision CMU block masonry walls (Restroom Only) shall be smoothed to a pebble grain finish with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade acrylic epoxy **per Section 210.6.** Utility chase and storage area shall be natural block finish. Color schedule **per Section 219-5.1.**

#### **318-4.7 Exterior Wall Finish, Masonry and Gable.**

1. The building exterior finish shall be grey precision 8" x 16" CMU to wall height per the exterior elevations in the bid plans. The block shall be covered with 2-4 mil layers of 7-day curing block fillers and painted with two additional 4 mil layers of industrial high solids industrial grade enamel, color selected by Owner. The gable area finish shall be fiber-reinforced cement board, stucco finish, painted in a color selected by owner. Drinking fountain alcove shall be covered with 12" x 12" porcelain tile with epoxy grout, color selected by owner from manufacturers brochure. Color schedule **per Section 219-5.1.**
2. Anti-graffiti coating shall be applied **per Section 310-6.**

#### **318-4.8 Passive Ventilation System (Restrooms).**

Shall be woven ¼" X 1" X 1", 316T, stainless steel wire mesh set in welded stainless-steel angles attached to the masonry wall with vandal resistant stainless steel screws, per plans. There shall also be an 8" x 16" aluminum louvered vent in each restroom located on the chase at 9' AFF, nominal.

#### **318-4.9 Doors and Gates.**

1. The restroom entry doors shall be 7' 0" high (with 4" undercut at bottom of door for ventilation), custom fabricated, 14-gauge steel; reinforced with 14-gauge steel ribs welded at 6" intervals on each face, concealed; reinforced with a welded plate for door closer mounting.
2. Doors shall be hung on a single continuous, 1 million cycle, aluminum gear hinge with stainless steel vandal resistant screws at nominal 4" on center. The doors shall weigh nominally 176 lbs. each for a 36" X 84" door. Custom fabricated 14-gauge steel door jambs with 4" steel heads shall be welded to the steel cap beam and be solid filled with 3000 psi masonry grout mix. Doors shall be primed and painted with two coats of industrial enamel. Color schedule **per Section 219-5.1.**
3. All exterior entry doors shall have a ¼" thick stainless steel "Z-shaped" anti-microbial pull handles with integral latch guard and Best 83T (IE7 series cylinder/IC7 series core) commercial series dead bolts



4. The door closer (restroom entry doors only) shall be "LCN" heavy duty #4210 Series, fastened to a structural reinforced door plate per door manufacturer design. Stainless steel vandal resistant fasteners shall be used on all hardware.
5. Stainless steel vandal resistant fasteners shall be used on all hardware.

#### **318-4.10 Specialties.**

1. All specialty washroom equipment shall be commercial grade stainless steel fastened securely to walls with vandal resistant stainless-steel screws to avoid removal by vandals as follows:
2. Toilet paper holders shall be Aslin TPD0350SR-SS, three-roll stainless steel (non-accessible restroom) and Bobrick B-2888, covered, two-roll, stainless steel with lock (accessible restrooms only). Toilet paper holders shall be attached to block walls with 4 epoxy bedded vandal resistant stainless-steel fasteners.
3. Stainless steel grab bars to code shall be 1 ¼" minimum exposed fastener vandal resistant design and installed at each accessible water closet.
4. Cast Aluminum California Title-24 compliant signage shall be recessed into block surface flush with masonry exterior and door sign shall be blind fastened with epoxy adhesive and stainless-steel fasteners. Wall signs shall have raised pointed Braille tips. Signage shall comply with AB1732, identifying the restrooms as "All Gender Restrooms."
5. Baby-changing station shall be a custom-fabricated stainless-steel counter mounted in an alcove on the exterior of the building. There shall be a Koala Kare Model KB112-01CT mounted into the surface of the counter with identifying signage mounted in the same manner and the same materials as the restroom signage.
6. Emergency Eye Wash Station: Shall be Acorn Model SOP50 mounted in the utility chase.

#### **318-4.11 Plumbing.**

1. Building shall be fully compliant with current with the following codes:
  - a) All applicable State of California Building Codes. Latest edition applicable.
  - b) California Plumbing Code. Latest edition applicable.
2. **General.** All components and fabrications shall be designed to reduce life cycle maintenance, be compatible with current maintenance spare parts, and shall be listed in a spare parts/maintenance manual (two copies) delivered in utility chase of building.
3. **Water Piping.** Shall be type L copper soldered per code above grade and type K with silver solder below grade. All water piping shall be designed and constructed with high and low point drain fittings. All piping shall be mounted on Uni-strut wall brackets with neoprene isolators, to code.

4. **Water Pressure Gauge/Valve Combo.** install three commercial grade industrial water pressure gauges (one on incoming line, one at pressure regulator valve and one after water filter), isolation ball valves, 150 PSI pressure regulator with wye strainer, 10-micron water filter with clear canister, and check valve.
5. **Plumbing Faucets, Isolation Valves and Actuators.** All fixtures except those with flush valves shall be isolated with ball valves for each fixture, concealed antimicrobial impregnated flush handle valves, and metered push-button lavatory faucets.
6. **DWV Piping.** DWV piping shall be concealed behind the wall. DWV piping shall be PVC DWV, solvent welded, for all concealed piping. A cast iron no hub DWV vent pipe with a cast iron roof mounted vandal cap vent shall be required, through the roof.
7. **Removable Pipe Traps.** all floor drain, sink drain, and waste traps shall be removable for maintenance. Floor drains shall be trapped behind the wall in the utility chase using a combination waste and vent system. Floor drains shall be increased two pipe sizes over standard to allow code use. Trap primers for restroom floor drains shall not be used as restroom maintenance is hose-down. All surface mounted utility chase piping shall be mounted on Uni-strut with plastic isolators to code. Sink drain traps shall be concealed behind the utility chase walls where maintenance staff can access all plumbing.
8. **Plumbing Fixtures.** PLUMBING FIXTURES: Plumbing fixtures shall be 14-gauge, 316 stainless steel manufactured by Acorn. Toilets shall be wall hung, rear discharge, with concealed, ADA-compliant, hydraulic push-button type, flush valves. Toilet seats shall be black solid core plastic, non-flammable construction with continuous stainless steel concealed self-checking hinges. Exterior Lavatories shall have concealed remote traps behind the mechanical wall. Schedule of fixtures:
  - a) Water Closets: Acorn Penal-Ware, 1675-W-1-HET-FVBO-9-ADA-PFS
  - b) Water Closet Flush Valve: Zurn ZH6152AV-HET-7L-BG
  - c) Lavatories: Acorn Penal-ware 1652LRB-1-DMS-03-M-H1
9. **Floor Grates.** Removable 350 lbs. per square foot pultruded fiberglass non-skid floor grates shall be installed over every opening in the utility chase for OSHA compliance.
10. **Hose Bib.** There shall be one Acorn 8120-CP hose bib provided in the utility chase.
11. **Hose Reel.** There shall be one commercial grade Rapid Reel hose reel (1041-GH) with a 75' commercial grade hose.
12. **Hi-Lo Drinking Fountain and Bottle Filler.** Shall be Murdock GSE64-FG and BF-3, respectively, 14-gauge, 316 stainless steel.

### 318-4.12 Electrical.

1. **General.** Electrical system and components shall be commercial grade or better and piping conduits shall be installed on commercial Uni-strut wall hangers. Interior electrical lighting fixtures in public areas shall provide lifetime manufacturer's warranty.
2. **Panel/Wiring.** One 100 amp, 120/240v, single-phase, industrial grade Panel Board, Square "D" QOD series with 100-amp or 225-amp main circuit breaker, shall be mounted in the utility chase in the restroom building. All breakers shall be bolt-on type, minimum 10,000 A.I.C. RMS (Sym). Wiring shall be copper wire #12 min in EMT piping with compression fittings.
3. **Piping.** All piping shall be surface mounted to the masonry block walls with minimum of 2" fastener penetration. EMT conduit shall be compression type. Main panel shall maintain a 30" X 36" safety code required clear space, floor to 6' above finished floor.
4. **Hand Dryers.** Shall be concealed, low energy, remote located vandal resistant design. Dryer shall be mounted in the utility chase with only protruding cast metal air nozzles and start switch accessible to the public at exterior lavatory. Dryers shall be 840 watts, low energy consumption. One mounted adjacent to each exterior lavatory.
5. **Exterior Lighting.** Luminaire SWP1212, 40-watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed in the front (restroom doors) and rear of the building, Luminaire SWP610, 15-watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed at each exterior entry door. Luminaire YWP610, 15 watt, LED, vandal resistant, high-impact polycarbonate lens fixtures shall be installed at each alcove in the ceiling/soffit area.
6. **Interior Lighting.** Luminaire SWP1212, 15-watt, LED, vandal resistant high-impact polycarbonate lens fixtures shall be installed in the restrooms per plans (one in each restroom) and shall have integral occupancy sensors. The chase shall have a 4' single-tube, 18-watt LED fixture suitable for wet locations, with a single switch at door entry. The storage room shall have three (3) 4' double-tube, 36-watt LED fixture, suitable for wet locations, with a single switch at door entry.
7. **Lighting Control.** All interior restroom lighting shall be controlled by built-in fixture occupancy sensors and 2 bypass switches (one for interior lighting and one for exterior lighting), so maintenance staff can check operation during daylight hours. A single photocell, roof mounted, and shall control all exterior lighting.
8. **Electrical Outlets.** One (1) commercial spec grade duplex outlet shall be located in the utility chase adjacent to the panel.

### **318-4.13      Certifications.**

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

## **318-5      PREFABRICATED SHADE STRUCTURE INSTALLATION.**

### **318-5.1      Installers Storage and Handling.**

- A.      Protect building products after arrival at destination from weather, sunlight, and damage.
- B.      Installer shall store product elevated to allow air circulation and to not introduce mold, fungi decay or insects to the product.
- C.      Product must be handled with protective straps or padded forks if lifting with mechanical equipment. Use of chain or cable to lift product into place will not be accepted and may void manufacturer's warranty.

### **318-5.2      Erection.**

- A.      Installation.  
  
Install all components according to manufacturer's installation instructions and these specifications.
- B.      General Contractor.  
  
Interface with other work is to be coordinated by the customer or the customer's agent. Certain designs have electrical or other plumbing requirements that are not supplied by ICON Structures.
- C.      Tolerances.  
  
Tolerances on steel structural members are set according to AISC construction practices, abided in the factory, and cannot be increased. No field slotting or opening of holes will be allowed. It is therefore essential that contractors conform to the tolerances specified on the installation drawings for anchor bolt or column layout details.
- D.      OSHA Compliance:  
  
OSHA Compliance to Steel Erection Standard 29CRF 1926 Subpart R-Steel Erection.

### **318-5.3      Repair.**

- A.      Do not attempt any field changes without first contacting ICON Structures.

**318-5.4 Field or Site Quality Control.**

- A. Field or Site Tests and Inspections are not required by ICON Structures, but may be required by the customer or by the local building inspector.

**318-6 FLAGPOLE INSTALLATION.**

**318-6.1 Installation.**

- A. Install flagpoles per the instructions, drawings, and details of the separately provided structural engineer and of the manufacturer.
- B. Structural designs shall take into account and accommodate the adjacent playground wall footing.
- C. Flagpole installation shall comply with accessibility reach standards for a person in a wheelchair on the adjacent pavement to access and fully operate the halyard lock box and halyard across a low wall.

**318-7 FENCE INSTALLATION.**

**318-7.1 Preparation.**

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

**318-7.2 Installation.**

Fence post shall be spaced according the manufacturer's instructions, plus or minus ½". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth as shown on the drawings. The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer.

**SECTION 402 – UTILITIES**

**402-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

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

**402-9 PRESERVATION OF PROPERTY.** ADD the following:

Items which are to remain or are to be salvaged and which are damaged during performance of work shall be repaired to their original condition or replaced with new by the Contractor at no additional cost to Owner. The Contractor shall protect all services and utilities which are to remain. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical utilities.

## SECTION 700 – MATERIALS

To the "WHITEBOOK", ADD the following:

### **700-10 OTHER ELECTRICAL MATERIAL REQUIREMENTS.**

#### **700-10.1 Conduit.**

1. **Rigid Non-metallic Conduit** - Heavy-wall rigid non-metallic conduit, where permitted, shall be Carlon or equal, PVC Schedule 40 manufactured in accordance with NEMA TC-2, UL-651 and WC 1094A specifications.
2. Conduit shall be delivered to site in standard lengths with each length bearing the manufacturer's trademark or stamp and U.L. Labeled.
3. Conduit shall be minimum 3/4 inch or larger in diameter.
4. All conduits shall contain equipment grounding conductors.

#### **700-10.2 Wire/Conductors.**

1. All wire and cable shall be rated for 600 volt, be color-coded, shall bear the Underwriters' Label, and shall be brought to the job in unbroken packages.
2. Wire coding shall be in accordance with the provisions of Section 210-5 of the latest edition of the National Electric Code.
3. All conductors unless noted otherwise shall be copper, No. 12 AWG minimum size. All conductors shall be stranded. Insulation type, unless otherwise noted, shall be as follows:
4. Feeder conductors: Type THW, 75 Degrees C.
5. Fixture and branch circuit conductors: Type THHN/THWN: XHHW or RHH - minimum 90 degrees C, unless otherwise noted.
6. Acceptable Manufacturers: General Wire and Cable Corp., Okonite Wire and Cable Corporation, Southwire or approved substitute.
7. All branch circuit conductors shall be labeled with circuit numbers.
8. One neutral conductor for each phase conductor pulled.
9. For wire #10 AWG and smaller provide Buchanan connectors or approved substitute. For wire #8 AWG and larger provide T&B "Lock-Tite" connectors or equal.
10. All connections shall be taped with rubber tape 1-1/2 times the thickness of the conductor insulation, then covered with Scotch #33 tape, or equal.
11. Splices in underground distribution systems shall be made only in accessible locations such as handholes, with a compression connector on the conductor and by insulating and waterproofing by the following methods suitable for

continuous submersion in water. Provide cast-type splice insulation by means of molded casting process employing a thermosetting epoxy resin insulating material applied by a gravity-poured method or by a pressure-injected method. Provide component materials of the resin insulation in a packaged form ready for convenient mixing without removing from the package. Do not allow the cables to be moved until after the splicing material has completely set.

**700-10.3 Pull/Splice Boxes (Below Grade)** - All pull boxes shall be sized and constructed per serving utility requirements, using precast ring design for box. Provide cover lid as required for pedestrian or vehicular traffic condition, with bolted connections, and labeled with name of serving utility. All boxes shall be located 1" above grade in landscape areas and flush with pavement in paved or traffic areas.

**700-10.4 Site Lighting** - Lighting fixtures shall be per the schedule on the drawings or approved equal as accepted by the Engineer and shall include all accessories for a complete system. Provide #6 AWG connection from pole ground lug to reinforcing of concrete footing base. All pole light fixtures shall be 'full cut-off' per the ordinances as set forth by the City of San Diego.

**700-10.5 Other Materials** - All other required materials shall be new, of highest quality for applicable use, and per approval of local agency, servicing utility, and City of San Diego.

## **SECTION 701 – CONSTRUCTION**

To the "GREENBOOK" ADD the following.

### **701-21 OTHER ELECTRICAL CONSTRUCTION REQUIREMENTS.**

**701-21.1 Description.** All electrical work shall be in conformance with the plans, and State, Federal and Local Electric Codes, SDG&E Standards and City of San Diego Park and Recreation Department Consultant's Guide to Park Design and Development Design Manual, 2019. Work includes, but is not necessarily limited to, providing site power systems as follows:

1. Complete electrical secondary conduit systems, including all pull and all meter pedestals, handholes, splice boxes, pads, and other associated components.
2. All conduit and feeder conductors for site work components.
3. All site area lighting, including service and conduit together with related controls and photocells.
4. All required trenching, soil removal/replacement, compaction and pavement repairs, to current City standards.
5. Payment of all permit fees, utility company installation charges, SDG&E service orders, engineering fees, relocation costs, and related charges, as applicable.

**701-21.2 Schedule.** The Contractor shall obtain information and instructions from other Contractors on the site and other trades and suppliers in ample time to schedule and

coordinate the installation of items furnished by them under this section so that provisions for their work can be made without delaying the project.

**701-21.3 Accuracy of Data.** The electrical drawings are diagrammatic but shall be followed as closely as actual construction and work in other sections will permit. All deviations from drawings required to conform to site conditions and to the work of others, shall be made as directed.

**701-21.4 Submittals.**

1. Materials List - Provide complete materials list of all proposed products, including catalog cuts of manufactured items.

**701-21.5 Quality Assurance.**

1. Manufacturer shall have produced the specified products for a period of 2 years prior to beginning work of this section and shall have the capability to produce the specified products to the delivery and quantity criteria of the project.
2. STAFF - For fabrication and installation of work, use only personnel who are thoroughly trained and experienced in the skills required, have installed similar applications of the specified products within one year prior to beginning work of this section, and who are completely familiar with the manufacturers' recommended methods of installation as well as the requirements of this work.

**701-21.6 Guarantee** - The contractor shall furnish a written guarantee against defective work, materials, and operation for a period of one full year after final acceptance.

1. All materials and equipment shall be new, free from defects and or the quality or rating shown or specified.
2. Any defect due to missing or improper material or faulty workmanship existing or developed during the specified period shall be corrected and the resulting damage repaired without additional cost to the City. Such work shall be done at a time as directed by the Engineer.

**701-21.7 Product Handling**

1. **Protection.** Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials, of all other trades.
2. **Replacements.** In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.

**701-21.8 Covering of Unreviewed Work.** No work shall be covered, or enclosed, without review, testing, and/or approval by Engineer. Work enclosed or covered prior to review and test shall be uncovered at Contractor's expense. After review, retest for approval and repair with material necessary to restore to original and proper condition.



## SECTION 800 – LANDSCAPING AND IRRIGATION

### 800-1 LANDSCAPING MATERIALS.

#### 800-1.1.1 **General.** To the "GREENBOOK", ADD the following:

Topsoil shall be Class "C" amended in place to meet Class" A" Topsoil **per Section 800-1.1.2** of the Whitebook. All container planting areas shall have a minimum depth of amended topsoil as indicated in **Section 801-2.2.1** of the Whitebook.

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

4. Mulch shall be Type 7 and shall be free of weeds, leaves, non-woody and deleterious material. Average dimensions shall be 1" to 3" in length, 1/2" in thickness, and a natural dark brown color. Submit two (2) samples for approval by the City prior to installation.

#### 800-1.2.6 **Inorganic Soil Amendments.** To the "WHITEBOOK", ADD the following:

3. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.
4. Soil conditioner shall be granular, tri-c humate plus, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% sulfur.

#### **ADD:**

#### 800-1.2.7 **Herbicides and Pesticides.**

Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions. Herbicides and pesticides shall be applied by licensed applicators. The Contractor shall obtain approval for all pesticide and herbicide use in writing from the City.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the City.

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

8. Contractor shall notify the City a minimum of 48 hours before each plant delivery so the City can schedule a review.

9. Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery. Provide nursery name and resume for review and approval prior to contract growing.
10. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan.
11. Quantities: Plant quantities indicated on the plans are for Contractor's convenience only. Quantities of all plant materials shall be furnished as needed to complete work as shown on the Plans.
12. The City is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or plans. Plants larger in size than specified may be used with the approval of the Landscape Architect, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
13. Rejection or Substitution: The City reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place and installed or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.

Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to City's written approval.
14. Right to Changes: The Landscape Architect reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

**800-1.4.2 Trees.** To the "WHITEBOOK", ADD the following:

4. All trees (24" box, 36" box, and 48" box) shall:
  - a. Be of the specified type and size as indicated on the Plans, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
  - b. Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
  - c. Have a main leader branch and not a co-dominant branching structure, unless the tree is intended to be multi-trunk.
  - d. Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**800-1.4.3 Shrubs.** To the "GREENBOOK", ADD the following:

Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

Containers for shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

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

2. For trees with container sized greater than 36" box shall utilize three (3) inch diameter lode pole stakes, pointed on end with a minimum length of 10'-0".

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

4. Ties shall be made of minimum 1-inch width material and shall be of suitable length to wrap the trunk caliper and prevent rubbing when installed in a 'figure 8' method around stake and tree.

**ADD:**

**800-1.7 Perforated Pipe.**

Perforated pipe for tree drains: Shall be 4" Polyvinyl chloride SDR35 perforated pipe. Perforated pipe shall meet ASTM F-758 and AASHTO M-278. Pipe shall be supplied with a spun bonded filter sleeve to protect pipe from soil intrusion.

**800-2 IRRIGATION SYSTEM MATERIALS.**

**800-2.1.5 Copper Pipe.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Copper pipe shall be Type "L" in accordance with ASTM B 88; brass pipe; brass piping shall be I.P.S. red brass; solder: 50/50 lead and tin.

Type "K" copper pipe shall be used to extend the existing water main at the meter to the reduced pressure principle backflow assembly.

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

3. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three-inch (3") clearance from the lid.

**800-2.2.8 Master Control Valve.** To the "WHITEBOOK", ADD the following:

3. Master valve conductors shall be compliant with Section 800-3.2.2. Master valve conductor shall be installed below grade adjacent to flow sensor data cable conduit.

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

3. All materials and equipment used in all irrigation work shall be new and without flaws or defects and of quality and performance as specified, unless otherwise specified on the plans.

Prior to installation of any irrigation work, the Contractor shall submit an irrigation materials submittal for review and approval by the City. The submittal shall include a list of all materials and equipment they propose to use. If the Contractor propose to use materials or equipment other than those listed as approved, they shall submit in writing to the City a request to deviate from the approved list. Samples and product data of the materials or equipment shall accompany the request to assist the evaluation of the proposal.

**SECTION 801 - LANDSCAPE AND IRRIGATION INSTALLATION**

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

5. All plants outside the limit of work shall be protected in place.
6. Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.
7. The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.

8. When excavation must be carried out under or near the dripline of a tree identified to be protected in place, the construction of improvements shall minimally damage the root zone by root pruning as outlined in **Section 801-7.3 "Root Pruning for Sidewalk Replacement."** Depth of root pruning shall occur to the depth necessary to construction improvements. Exposed roots of trees shall be covered and shaded by moist burlap or canvas until backfill is placed.
9. Buried utilities and irrigation piping and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones, tunnels shall be utilized in lieu of trenches. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the City.
10. Trenching, excavation and soil disturbance within the drip line of vegetation to remain shall not be permitted except as specifically allowed by the City. It is the intent of the plans that the Contractor shall provide an alternate routing of irrigation, electrical and all trenching to avoid cutting through roots of existing vegetation to remain.
11. Upon completion of all work, remove tools, equipment, tree preservation materials and other measures from the site.
12. Repair all areas, structures and surfaces damaged and requiring repair resulting from tree preservation measures. Repair adjacent construction or surfaces soiled or damaged by tree preservation measures.
13. Payment for pruning of existing trees and vegetation to remain shall be included in the lump sum Bid Item for "Botanical Building Improvements" and no additional payment will be made.

**801-2.2.1 General.** To the "WHITEBOOK", Item 3, first sentence, DELETE in its entirety and SUBSTITUTE with the following:

3. Topsoil shall be Class "C" amended in place in accordance with the soil test recommendations.

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

7. Class "C" topsoil outside of a tree protection area shall be scarified and cultivated to a finely divided condition to a depth of 12 inches minimum below finish grade. Existing soil within a tree protection zone shall be hand raked to loosen the upper layer to accept the sod.
8. Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

The Contractor's labor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

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

**Section 800-1.2.7 "Herbicides and Pesticides".** Avoid contact of herbicide with the existing plants to remain.

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and herbicide applicator's license. Herbicide use shall be approved by the City prior to application.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitensis*), cocklebur (*Xanthium* sp.), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the project area. All weedy species should be cleared approximately two weeks following herbicide application.

The City shall inspect the site prior to planting and during revegetation. The planting of hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the City. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

All areas where weed removal creates bare areas more than 25 square feet shall be reseeded.

Weed eradication for shrub and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

**801-2.2.2 Fertilizing and Conditioning Procedures.** To the "WHITEBOOK", Items 1 and 2, DELETE in its entirety and SUBSTITUTE the following:

1. The planting area shall be ripped to a depth of 15" prior to bringing the planting area to finish grade. Where necessary to meet grades indicated on the plans, place additional Class A topsoil in planting areas. The planting area shall be brought to finish grade before spreading the soil amendment materials specified.
2. Soil amendments materials shall be uniformly spread at the prescribed rates as recommended in the soil test results outlined in **Section 800-1.1.2 "Class 'A' Topsoil"** or as modified by the Landscape Architect based on the test results review. All hardscape shall be dry at time of application.

The following rates and materials are provided for bidding purposes only, actual rates and materials may vary. The Contractor shall provide the following

rates of soil conditioning and amendment materials.

A) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs./1,000 sq. Ft.
Iron sulfate	10 lbs./1,000 sq. Ft.
Soil sulfur	10 lbs./1,000 sq. Ft.

B) After leaching, apply:

10-10-10 fertilizer	25 lbs./1,000 sq. Ft.
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C) Post Planting Fertilizer Type:

Trees (per tree)	1/2 lbs./ 12-4-6
Shrubs, Vines (per 1000 sf)	6 lbs./ 12-4-6
Groundcover (per 1000 sf)	6 lbs./ 12-4-6

**801-2.2.2 Fertilizing and Conditioning Procedures,** To the "WHITEBOOK", Item 6 ADD the following:

Apply fertilizer with acceptable equipment and when plants/ planting areas are in dry condition, apply irrigation immediately after fertilizer application.

To the "WHITEBOOK", ADD the following:

8. Post Planting Fertilizer:

The Contractor shall apply Post-Planting Fertilizer sixty (60) days after planting and once again at the end of the post-construction maintenance period.

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

12. Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all building foundations. The City shall approve the final grades and elevations before planting operations may begin.

**ADD:**

**801-2.4 Measurement and Payment.**

The payment for the Topsoil shall be included in the lump sum Bid Item for "John F. Kennedy Neighborhood Park Improvements". This shall include full compensation for furnishing all material, delivery, placement, fees, labor, equipment, water, tools and incidentals required to complete the work specified. No additional compensation will be made, therefore.

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

7. The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the

plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the City. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the City. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the City and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

8. Percolation Test: Prior to installing landscaping, Contractor shall perform percolation tests in representative areas of the site selected and approved by the City to verify acceptable amended soils drainage for planting areas.

Contractor shall provide a minimum of four percolation tests.

Percolation Tests shall be performed as follows:

- a) Dig a pit 2'x 2' x 2' deep. Contractor shall employ a system of measurement to track infiltration rates in the units of inches per hour, such as a marked stake at the center of the pit. Contractor shall clearly mark planting pit and provide a safety barrier or cover for safety.
- b) Pits shall be filled with 18" of water and allowed to completely drain.
- c) Pits shall then be filled with 12" of water and allowed to drain. The second fill must drain at a minimum rate of 0.5 inches per hour, for four hours.

The contractor shall be responsible for tracking infiltration rates with means necessary to report accurate infiltration rate in the specified units per pit.



- d) Report to the City the length of time that the water takes to completely drain from each pit and the observed infiltration rate.

If water does not drain at the minimum desired infiltration rate, the City will confer with the Landscape Architect to make a determination whether additional drainage measures will be required, especially at tree plantings.

No plants shall be installed until percolation tests have been observed by the City and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

- 9. Upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with **Section 800-1.4.1 "General"**.

**801-4.2 Protection and Storage.** To the "WHITEBOOK", ADD the following:

- 3. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant materials.
- 4. All plants to remain on-site shall be watered as necessary during the entire construction contract to provide for plant health and survival. Watering shall be done under the direction of the City.

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

- 3. All trees shall be double staked. Trees over 36" box shall utilize three (3) evenly spaced stakes installed to the same methods outlined in City of San Diego Standard **Detail SDL-101**. Refer to **Section 800-1.5 "General"** of these Special Provisions for approved staking materials.

Installed tree ties exhibiting inadequate length and/or tree support as determined by the City will not be accepted.

Payment for tree staking shall be included in the Contract Price paid for trees and no separate payment will be allowed, therefore.

**ADD:**

**801-4.10 Mulch.**

**801-4.10.1 Organic Mulch.**

Install a 3" minimum depth layer of bark mulch in all tree, shrub, and groundcover planting areas unless otherwise indicated on the plans. Mulch shall be installed with a uniform depth. Taper the mulch to within 3" clear of the trunk of the plant. Mulch shall not be installed in planting areas designated as turf, synthetic turf, decomposed granite, cobble, and/ or rock mulch.

Bark Mulch shall be measured by the square foot. The contract unit price paid for mulch shall be included in the lump sum Bid Item for "Park Improvements" project cost and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the City.

**801-5.1**

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

2. Contractor shall check and verify the water pressure at point of connection (POC) prior to beginning of work. Notify City of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas if possible. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks and streets except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed out, pressure tested, and the coverage test approved prior to plant installation.

**801-5.3.1**

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

Trenches through paved areas shall be resurfaced in accordance with **Section 306-13 "Trench Resurfacing"**.

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the City deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings **SDW-151**, sized for 4" pipe.

Contractor shall install sleeves where any waterline or controller wire passes under paving. Sleeves shall extend 12" beyond each side of the improvement. The letter "E" for electrical or the letter "W" for water shall be stamped or chiseled on the improvement directly above the sleeve. The sleeves shall be a minimum 18" deep for electrical and the sleeves 21" below grade for water. Sleeves for water mainlines within vehicular paving shall be placed at 36" depth. Sleeves shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline within.

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. (See **Section 800-3.2.2.3 "Trench Marker Tape"** for material.)

Avoid installing pipe through proposed tree locations to avoid conflict with root ball.

**801-5.4 Installation of Valves, Valve Boxes, And Special Equipment.** To the "WHITEBOOK", item 6, ADD the following:

6. The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust. The Contractor shall paint the identification number of the valve and the controller clock on the cover of the valve box. Valve boxes shall be sized accordingly to allow wires in pull boxes to be loose and maintain a three-inch (3") clearance from the lid. All wires in pull boxes shall be loose and shall not come within three inches 75 mm (3 inches) from lid. Boxes shall be sized accordingly to accommodate this requirement.

To paragraph 7, ADD the following:

Backflow preventers shall be installed as specified on the contract documents.

**801-5.5.1 General.** To the "WHITEBOOK", ADD the following:

2. Plans are diagrammatic and approximate. Precise location of heads / bubblers 6. shall be field adjusted to meet minor variations in the plan.

**801-5.7.1 General.** To the "GREENBOOK", ADD the following:

Flush all pipes clean prior to installing sprinkler heads. Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

**801-5.7.2.1 General.** To the "WHITEBOOK", ADD the following:

6. Mains larger than 2 inches, asbestos cement mains, mains employing socket and spigot gasket joints shall be tested in accordance with **Section 306-8 "Prefabricated Pressure Pipe"**. If leaks develop, repair leaking portions and repeat test until entire system is proven watertight. Test shall be observed and approved by City prior to backfilling trenches.

**801-5.7.3 Sprinkler Coverage Test.** To the WHITEBOOK, ADD the following:

3. When system is complete, and prior to planting, the Contractor shall perform a coverage test in the presence of the City and Landscape Architect.

**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.** To the "WHITEBOOK", ADD the following:

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

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

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

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

Payment for operation and maintenance manuals shall be included in the lump sum price for "Irrigation", and no additional compensation shall be allowed.

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

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

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

**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

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

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

**Project Name:** John F. Kennedy Neighborhood Park ADA Upgrades **Project No. / SCH No.:** B-18005.02.06

**Project Location-Specific:** 4825 Ocean View Boulevard, 92113, within the Encanto Community Planning Area (Council District 4)

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

**Description of nature and purpose of the Project:** The project provides for improvements, including ADA upgrades, to the Kennedy Neighborhood Park (herein after "the park"). The improvements to the park could include: security lighting, ADA compliance and other upgrades to the comfort station, a children's playground, ADA-compliant path of travel upgrades, and installation of an adult fitness course. Construction of the proposed project will involve 15,000 square feet (SF) of excavation, to a maximum depth of approximately one-foot.

**Name of Public Agency Approving Project:** City of San Diego

**Name of Person or Agency Carrying Out Project:** Juan Baligad, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-5473

Exempt Status: (CHECK ONE)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))
- ☒ Categorical Exemption: 15301 - (Existing Facilities), 15303 - (New Construction or Conversion of Small Structures
- ☐ Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review and determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 - (Existing Facilities) which allows for the minor alteration of existing public facilities, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, 15303 - (New Construction or Conversion of Small Structures) which allows for the construction and location of limited numbers of new small facilities or structures; and where the exceptions listed in Section 15300.2 would not apply.

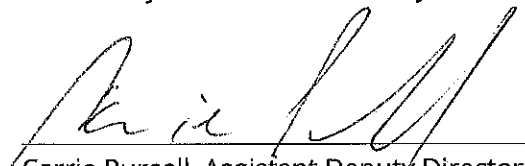
Lead Agency Contact Person: Juan Baligad

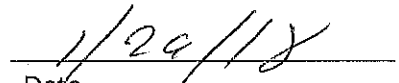
Telephone: (619) 533-5473

If filed by applicant:

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

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

  
Carrie Purcell, Assistant Deputy Director

  
Date

Check One:

☒ (X) Signed By Lead Agency

☐ ( ) Signed by Applicant

Date Received for Filing with County Clerk or OPR:



**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

## 5. **EXCEPTIONS**

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

## 6. **MOBILE METER**

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



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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

**Water Department Director**

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

## **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

<b>Fire Hydrant Meter Removal Request</b>		Requested Removal Date:
<input type="checkbox"/>		
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&FS Div., 9753 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 )

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

**SUMMARY**

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D)	\$ -
F. Less Total Previous Payments	\$ -
G. Payment Due Less Retention	\$0.00
H. Remaining Authorized Amount	\$0.00

I certify that the materials  
have been received by me in  
the quality and quantity specified

Resident Engineer

Construction Engineer

**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
Add'l Amt to Withhold in PO/Transfer in Escrow:	\$0.00
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: \_\_\_\_\_

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

**APPENDIX E**  
**LOCATION MAP**

The City of



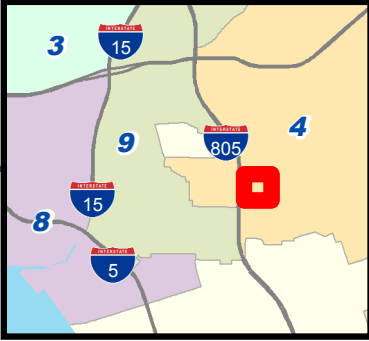
Public Works

## JOHN F. KENNEDY NEIGHBORHOOD PARK IMPROVEMENTS

SENIOR ENGINEER  
JENNIFER SCOTT  
(619) 533-5414

PROJECT MANAGER  
LYDIA L MARSHALL  
(619) 533-4154

LOCATION MAP



### Legend



**Project Location**

COMMUNITY NAME: ENCANTO

Date: 02/13/2020

Council District: 4<sup>w</sup>



**PROJECT IMPLEMENTATION DIVISION**

No Scale

Document Path: S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Park & Rec Projects\John F Kennedy Neighborhood Park Improvements\CIPTracking\Location Map\Predesign Location Map.mxd

**APPENDIX F**  
**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:





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

**Photo 4**



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

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

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

**Photo 5**

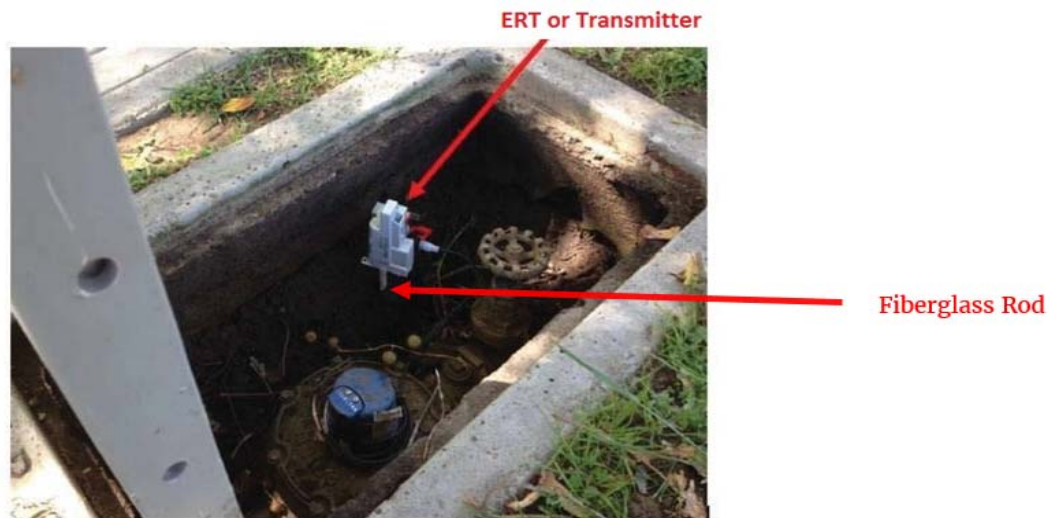


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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

**Photo 8**



**Network Device**

**Photo 9**



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

**APPENDIX G**  
**GEOTECHNICAL EVALUATION**

<https://drive.google.com/drive/folders/1iul5ILi-PyFQjVw6668y0IQaZ41B69zD?usp=sharing>



**ATTACHMENT F**  
**RESERVED**

**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 \_\_\_\_\_, herein called "Contractor" for construction of **John F Kennedy Neighborhood Park Restroom and Playground Improvements**; Bid No. **K-23-2101-DBB-3**; in the total amount (\$\_\_\_\_\_), which is comprised of the Base Bid plus/minus Additive/Deductive Alternates \_\_\_\_\_, consisting of an amount not to exceed \$\_\_\_\_\_

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 **John F. Kennedy Neighborhood Park and Playground Improvements**, on file in the office of the Purchasing & Contracting Department as Document No. **B-18005** 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 **John F. Kennedy Neighborhood Park and Playground Improvements**, Bid Number **K-23-2101-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.



**CONTRACT AGREEMENT (continued)**

---

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - \_\_\_\_\_ or \_\_\_\_\_ Municipal Code \_\_\_\_\_ authorizing such execution.

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By \_\_\_\_\_

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Mayor or designee

Deputy City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

City of San Diego License No.: \_\_\_\_\_

State Contractor's License No.: \_\_\_\_\_

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

## **CERTIFICATIONS AND FORMS**

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

## **BIDDER'S GENERAL INFORMATION**

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

## CONTRACTOR CERTIFICATION

---

### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

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

#### TERMS OF COMPLIANCE

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **DRUG-FREE WORKPLACE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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



## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

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

## **AFFIDAVIT OF DISPOSAL**

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

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

**John F Kennedy Neighborhood Park Restroom and Playground Improvements**  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2101-DBB-3**; SAP No. (WBS) **B-18005**; 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 SDVOSB①	WHERE CERTIFIED②	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 SUPPLIES	OR	DOLLAR VALUE OF MATERIAL SUPPLIES	OR	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.

### **AGENCY FUNDED PROJECTS**

- 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 \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ 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

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Surety) (SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



**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:\_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name  
\_\_\_\_\_  
Signature Date \_\_\_\_\_

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title		Phone	Fax

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
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

#### \* Use Additional Pages if Necessary \*

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

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): *Bidders and contractors* who have been *debarred or suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* contracting with the City.

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

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

NAME	TITLE

**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: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

Date \_\_\_\_\_

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

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

☐ SUBCONTRACTOR                      ☐ SUPPLIER                      ☐ MANUFACTURER

NAME	TITLE

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_

Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**\*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

0348-0046

(See reverse for public burden disclosure)

<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 _____, if known:  Congressional District, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, M)  (attach Continuation Sheet(s) SF-LLL4, if necessary)			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<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 fee <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-LLLA, if necessary)					
<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 than \$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 \_\_\_\_

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.