

RESOLUTION NUMBER R- 315137

DATE OF FINAL PASSAGE OCT 06 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AWARDING CONSTRUCTION CONTRACT K-23-2168-DBB-3-C TO J.R. FILANC CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE LAKESIDE VALVE STATION REPLACEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$43,981,000 AND TAKING RELATED ACTIONS.

WHEREAS, the Lakeside Valve Station was inspected as part of the El Monte Raw Pipeline and Tunnel Condition Assessment Study, and it was recommended to demolish and replace this facility with a code-compliant, modern, state-of-the-art flow control facility; and

WHEREAS, in addition to flow control, the Lakeside Valve Station is intended to provide flexibility for the City to blend flows between the San Vicente and El Capitan Reservoirs; and

WHEREAS, the Lakeside Valve Station Replacement project (Project) proposes to demolish the existing deteriorated, underground Lakeside valve vault, the Lakeside Pumping Plant and associated piping, and ancillary structures and replace them with a newly designed valve station, vaults, and ancillary piping; and

WHEREAS, the City began advertising the construction project in February 2023, and competitive bids from contractors were received on April 14, 2023; and

WHEREAS, the City has confirmed that the lowest responsible and reliable bidder is J.R. Filanc Construction Co., Inc.; and

WHEREAS, the City desires to award a contract to J.R. Filanc Construction Co., Inc. for construction of the Project for an amount not to exceed \$43,981,000; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

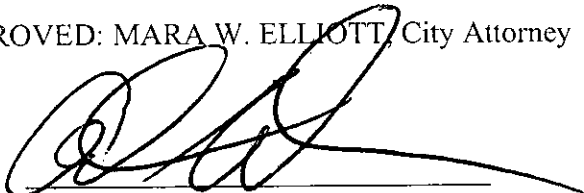
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. The Mayor or his designee is authorized to execute construction contract K-23-2168-DBB-3-C with J.R. Filanc Construction Co., Inc. for construction of the Lakeside Valve Station Replacement project for an amount not to exceed \$43,981,000.

2. The Chief Financial Officer is authorized to expend funds under the established contract in a total amount not to exceed \$43,981,000.00; of which \$15,000,000.00 is for the first phase and \$28,981,000.00 is for all subsequent phases in CIP S-22003, Lakeside Valve Station Replacement (B-17082, Lakeside Valve Station Replacement), Fund 700010, Water Utility CIP for the purpose of funding the construction contract, contingent upon adoption of the Annual Appropriation Ordinance for the applicable year, and contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds necessary for expenditure under the established contract funding phases are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By

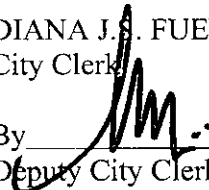


Adam R. Wander
Deputy City Attorney

ARW:jdf
09/14/23
09/29/23 COR. COPY
Or.Dept: E&CP
CC No.: N/A
Doc. No.: 3416549_2

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego at this meeting of OCT 03 2023.

DIANA J. S. FUENTES
City Clerk

By 
Deputy City Clerk

Approved: 10/5/23
(date)


TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on OCT 03 2023, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Monica Montgomery Steppe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Date of final passage OCT 06 2023

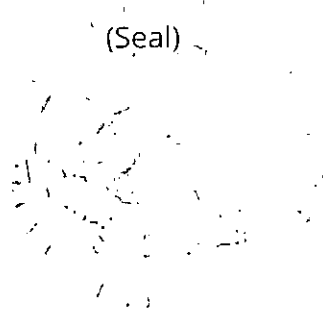
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

By , Deputy



Office of the City Clerk, San Diego, California

Resolution Number R- 315137

City of San Diego

CONTRACTOR'S NAME: J. R. Filanc Construction Co., Inc.

ADDRESS: 740 N. Andreasen Drive, Escondido CA 92029

TELEPHONE NO.: (760) 941-7130

FAX NO.:

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

Phone No. (619) 533-4491

R. Bustamante / M. Jirjis Nakasha / R. Sigston

BIDDING DOCUMENTS



FOR

LAKESIDE VALVE STATION REPLACEMENT

BID NO.: K-23-2168-DBB-3-C

SAP NO. (WBS/IO/CC): B-17082

CLIENT DEPARTMENT: 2000

COUNCIL DISTRICT: N/A

PROJECT TYPE: KA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A DRINKING WATER STATE REVOLVING FUND (DWSRF) FUNDED CONTRACT THROUGH THE ENVIRONMENTAL PROTECTION AGENCY (EPA).

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

BID DUE DATE:

2:00 PM

APRIL 4, 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 Registered Engineers:

E. I. Matthews
1) Registered Engineer

2/1/2023
Date

Seal:



Parita P. Ammerlahn
2) For City Engineer

2/1/2023
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.	Form 4500-3: DBE Subcontractor Performance Form	At Time of Bid	ALL BIDDERS
7.	Form 4500-4: DBE Subcontractor Utilization Form	At Time of Bid	ALL BIDDERS
8.	Bid Bond (Original)	By 5 PM, 1 Working Day After Bid Opening	ALL BIDDERS
9.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
10.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
11.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
13.	Form UR-334: California State Revolving Funds (CASRF)	Annually. See attachment D requirements.	AWARDED BIDDER
14.	Form 4500-2: DBE Subcontractor Participation Form	See attachment D requirements.	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 **Lakeside Valve Station Replacement**. 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 **\$38,400,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 4, 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**

6.1. **ADDITIONAL LICENSE REQUIREMENTS:**

1. See Technicals 02 82 13 "Asbestos Abatement" Section 3.07 "Permits and Licenses" for additional submittal permit and license requirements. The contractor or subcontractor performing the work related to those specifications shall also possess a Division of Occupational Safety and Health (DOSH) certification and C-22 license. Hazardous Waste/Material hauler licenses will also need to be identified.
2. See Technicals 02 83 33 "Lead Containing Materials Removal and Disposal", Section 3.07 "Permits and Licenses" for additional submittal permit and license requirements. The contractor or subcontractor performing the work related to those specifications shall also possess a Cal/OSHA Lead Abatement Supervisors and Workers certification and an EPA Renovation, Remodeling, and Painting Firm certification. Hazardous Waste/Material hauler licenses will also need to be identified.
3. The contractor or subcontractor performing the work related to Technicals 33 12 00 Monitoring Well Decommissioning shall possess a C-57 license.

7. **BUSINESS COOPERATION TAX PROGRAM:**

You must exercise your right to obtain a California State of Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible Bradley-Burns Uniform Local Sales and Use Tax (Use Tax) to the City. In addition, you will ensure that all eligible subcontractors will exercise their right to obtain this BOE sub-submit and allocate all eligible Use Tax to the City. The City will not issue a notice to proceed unless you and your eligible subcontractors have obtained this sub-permit from the BOE. More information on obtaining this permit can be found by contacting the local BOE office.

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

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. Environmental Protection Agency (EPA) - In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share" objectives negotiated with EPA as follows:

8.6. California State Water Resources Control Board - Drinking Water State Revolving Fund (DWSRF):

		MBE*	WBE*
1.	Construction	2%	1%
2.	Supplies	1%	1%
3.	Services	1%	1%
4.	Equipment (combined in above)	1%	1%

Note: MBEs and WBEs must be certified by EPA, SBA, DOT or by state, local, Tribal, or private entities whose certification criteria match EPAs in order to be counted toward MBE/WBE accomplishments. MBEs and WBEs are a part of the larger universe of DBEs.

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

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

8.7.2 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.

9. AWARD PROCESS:

- 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2. Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 9.4. The low Bid will be determined by the Base Bid.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

10. SUBMISSION OF QUESTIONS:

- 10.1. The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:
JEEspindola@sandiego.gov
- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

- 11. **PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

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

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

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

14. AWARD:

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

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

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

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

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

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

22. THE CONTRACT:

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

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

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

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

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

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____, 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.

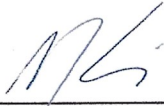
The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

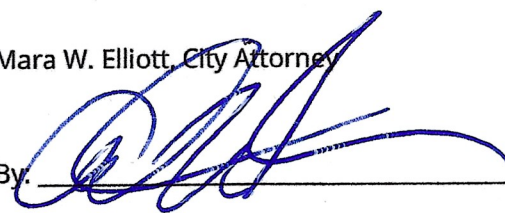
The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott, City Attorney
By: 

Print Name: Alia Khouri
Deputy Chief Operating Officer

Print Name: Mara W. Elliott
Deputy City Attorney

Date: 10/20/2023

Date: 11/1/2023

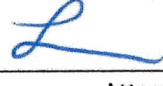
CONTRACTOR

J.R. Filanc Construction Company, Inc.

SURETY

Travelers Casualty and Surety Company of America

By: 

By: 
Attorney-In-Fact

Print Name: Omar Roda, President

Print Name: Lawrence F. McMahon, Attorney-in-Fact

Date: July 11, 2023

Date: July 11, 2023

21688 Gateway Center Drive
Diamond Bar, CA 91765

Local Address of Surety

909-612-3675

Local Phone Number of Surety

Premium: \$267,831.00

Premium subject to change based on final contract price

Premium

107828110

Bond Number

ACKNOWLEDGMENT

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

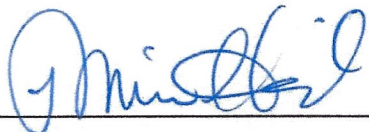
State of California
County of San Diego)

On July 11, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of San Diego)

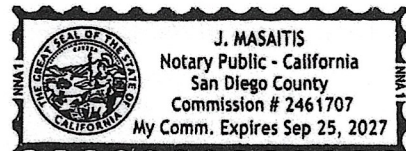
On Oct. 31, 2023 before me, J. Masaitis, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

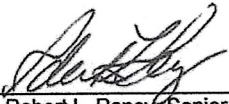
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LAWRENCE F MCMAHON** of **SAN DIEGO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

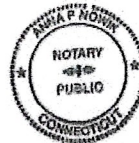
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of July, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3980.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The project includes the replacement of an existing water valve station on an approximately 0.68-acre lot at 12450 Woodside Avenue with a new valve station. Removal of the existing valve station would consist of the demolition of five existing one-story accessory structures (garage, out building, caretakers house, pumping plant, and valve station) and existing asphalt concrete paving, concrete pad, and sidewalk; removal of existing landscaping and approximately five street trees, and removal of existing water pipe, valves and appurtenances. The new valve station would consist of a new 5,800 square-foot, one story structure, which would house an electrical room, mechanical room, and valves. The new adjacent workroom is approximately 760 square feet in area. The project would also include installation of underground water utilities, valves, and other water-related appurtenances, asphalt and concrete paving, sidewalks, landscaping and street trees, and a new valve station garage. In addition, the project will construct a backup generator which includes a permanent diesel-fueled generator on site for up to a 36-hour duration of emergency power generation.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41392-001-D** through **41392-172-D**, and Traffic Control Plans numbered **41392-T1-D** through **41392-T8-D** inclusive.
 - 1.1.2. Additionally, Plans numbered **41392-176-D** through **41392-182-D**, and Technical Specifications 28 70 00 "Electronic Security System General Requirements", inclusive. Sensitive information regarding security-related Plans and Technical specifications will be provided after award of the Contract.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **430 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:

1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."

1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:

1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.

1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.

2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

The particulars left blank below, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-23-2168-DBB-3-C

CONTRACT OR TASK TITLE: Lakeside Valve Station Replacement

CONTRACTOR: J.R. Filanc Construction Co., Inc

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 includes, but is not limited to, bonds, mobilization, videotaping of existing conditions, procurement of pipe and appurtenances and materials, permit procurement, site preparation, utility coordination, demolition, and start of construction of lakeside valve station.	NTP	7/31/2024	\$15,000,000
2	Work to be completed in Phase 2 includes all remaining construction activities associated with the Contract Documents.	8/1/2024	NOC	\$28,981,000
Contract Total				\$43,981,000

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR J.R. Filanc Construction Company, Inc.

PRINT NAME: Nabil Balta
Construction Senior Engineer

PRINT NAME: Omar Rodea

Signature: Nabil Balta

Title: President

Date: June 29, 2023

Signature: [Handwritten Signature]

Date: July 6, 2023

PRINT NAME: PARITA AMMERLAIN
Design Senior Engineer

Signature: [Handwritten Signature]

Date: 7/18/23

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

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

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

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

ATTACHMENT D
FUNDING AGENCY PROVISIONS

**CALIFORNIA STATE REVOLVING FUND (CASRF) AND ENVIRONMENTAL
PROTECTION AGENCY (EPA) REQUIREMENTS:**

**DRINKING WATER STATE REVOLVING FUND
(DWSRF)**

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

1. CALIFORNIA STATE REVOLVING FUND (CASRF) REQUIREMENTS.

The City anticipates receiving financial assistance from the following; the Federal Government and the State of California for this project. The following requirements are conditions of the receipt of financial assistance from the United States Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Water Board) under the **Drinking Water State Revolving Fund (DWSRF)** Program. The firm contracting with the City shall comply with all of the following requirements. If there are other provisions in the Contract Documents that address the same subjects as this exhibit, the Contractor shall comply with both provisions, with the more stringent requirements controlling. If there is a direct conflict between the Contract Documents and this exhibit, the requirements of this Exhibit shall control in order to preserve the City’s eligibility to receive financial assistance.

1.1. DISCLAIMER. Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s State Revolving Funds are capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of the Contract Documents do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (DWSRF Agmt. Ex. A § A.2.1).

1.2. SIGNAGE. Upon the direction of the City, Contractor shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The Contractor is encouraged to use recycled or recovered materials when procuring signs, and must comply with 2 CFR 200.323 if applicable. The sign must include the following disclosure statement and color logos (available from the State Water Resources Control Board) and must be consistent with the requirements at: <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-a-Better-America-Brand-Guide.pdf>, including a requirement for a larger sign if located in a highway right-of-way:



“Funding for this \$[dollar amount] million Lakeside Valve Station project has been provided in full or in part by the Drinking Water State Revolving Fund and President Biden’s Bipartisan Infrastructure Law through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is

capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.” The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign.

The sign shall be prepared in a professional manner. The Contractor is encouraged to translate the sign (excluding logos) into the appropriate non-English language(s). (DWSRF Agmt. Ex. A § A.2.3).

- 1.3. WORK AND TRAVEL OUTSIDE OF CALIFORNIA.** No work or travel outside the State of California is permitted unless the City provides prior written authorization. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Contractor. (DWSRF Agmt. Ex. B § B.1.7.i).
- 1.4. RECORDS RETENTION.** Contractor shall maintain separate books, records and other material relative to the Project. Contractor shall also retain such books, records, and other material for itself and for each subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Project Completion. Contractor shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. Contractor shall allow and shall require its subcontractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. Contractor agrees to include a similar duty regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the termination or expiration of this Agreement. (DWSRF Agmt. Ex. C § C.3.2(d)).
- 1.5. BONDS.** For construction contracts of \$25,000 or more, Contractor shall not begin construction until after it has provided the City with performance bond in favor of the City in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. (DWSRF Agmt. Ex. C § C.3.6).
- 1.6. COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor shall, at all times, comply with and require its subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, Contractor shall:
 1. Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Contract, and
 2. Comply with and require its subcontractors to comply with the list of federal laws in this **Attachment D**. (DWSRF Agmt. Ex. C § C.3.8).

1.7. INDEMNIFICATION.

1.7.1 Contractor shall defend, indemnify and hold harmless the State Water Board, the California Infrastructure and Economic Development Bank (Bank), and any trustee, and their officers, employees, and agents for the bonds issued by the Bank, if any, to the same extent Contractor is obligated to defend, indemnify, and hold harmless the City under the Agreement. Contractor shall require its subcontractors to similarly defend, indemnify, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds issued by the Bank, if any, to the same extent its subcontractors are obligated to defend, indemnify, and hold harmless the Contractor. (DWSRF Agmt. Ex. C § C.3.18).

1.8. NON-DISCRIMINATION REQUIREMENTS.

1. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religion, religious creed, national origin, ethnic group identification, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
2. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
3. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
4. Contractor and its subcontractors shall comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).
5. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
6. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work. (DWSRF Agmt. Ex. C § C.3.22(e-j)).

1.9. NOTIFICATION. Upon the occurrence of any of the following events, the Contractor shall provide immediate notice to the City:

1. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or

Project implementation, the Contractor must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the City, through the State Water Board, has determined what actions should be taken to protect and preserve the resource. The Contractor must implement appropriate actions as directed by City, through the State Water Board (DWSRF Agmt. Ex. C § C.3.25(a)ii.).

2. The discovery of a false statement of fact or representation made in any certification, report, or invoice made by the Contractor;
3. Any substantial change in scope of the project. The Contractor must undertake no substantial change in scope of the Project until prompt written notice of the proposed change has been provided to the City and the City has given written approval for the change after concurrence with the State Water Board;
4. Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of thirty (30) Calendar Days or more;
5. Any circumstance, combination of circumstances, or condition which is expected to or does delay Completion of Construction for a period of ninety (90) Calendar Days or more;
6. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Contractor agrees to promptly notify the City. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
7. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project as required in this Attachment D.

1.10. INSURANCE. For any policy of general liability insurance concerning the construction of the Project, Contractor will cause, and will require its subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide a copy of all such certificates prior to the commencement of construction of the Project. (DWSRF Agmt. Ex. C § C.3.26).

1.11. EXCLUDED PARTIES. Contractor shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, Contractor shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which DWSRF funding is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at:

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml
(DWSRF Agmt. Ex. C § C.3.27).

- 1.12. PREVAILING WAGES.** Contractor shall comply with all California State and Federal prevailing wage laws and Davis-Bacon Provisions. Contractor shall include in its subcontracts the full the language provided in this **Attachment D** regarding federal prevailing wages. ((DWSRF Agmt. Ex. C § C.3.29).
- 1.13. COMPLIANCE WITH DIRECTIVES AND ORDERS IN DIVISION 7 OF THE WATER CODE.** Contractor and subcontractors shall comply with directives or orders issued pursuant to Division 7 of the Water Code (DWSRF Agmt. Ex C § C.4.2.xi).
- 1.14. AMERICAN IRON AND STEEL.** Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the City has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, Contractor shall ensure that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. DWSRF Agmt. Ex. C § C.4.3.i).
- 1.15. WAGE RATE REQUIREMENTS (DAVIS-BACON).** Contractor shall include in its subcontracts the full Wage Rate Requirements (Davis-Bacon) language provided in **Attachment D**, Section 10, regarding federal prevailing wages. (DWSRF Agmt. Ex. C § C.4.3.iii).
- 1.16. COPYRIGHT AND PATENT.** USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed pursuant to this Agreement. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by Contractor. Contractor must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the State Water Board when an invention report, patent report, or utilization report is filed. (DWSRF Agmt. Ex. C § C.4.3.(x-xi)).
- 1.17. MATERIALS DEVELOPED FOR PUBLIC DISTRIBUTION.** Contractor agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement (DWSRF Agmt. Ex. C § C.4.3.xii):

"Funding for this project has been provided in full or in part by the Drinking Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

1.18. TRAFFICKING AND FORCED LABOR. Contractor, its employees, its subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. Contractor must include this provision in its subcontracts under this Agreement. Contractor must inform the City immediately of any information regarding a violation of the foregoing. Contractor understands that failure to comply with this provision may subject the State Water Board to loss of federal funds, and the loss of funding for this Project. (DWSRF Agmt. Ex. C § C.4.3.xiv).

1.19. CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements DWSRF Agmt. Ex. C § C.4.3.xvi;):

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
3. The Age Discrimination Act, Act of 1975, which prohibits age discrimination.
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
5. 40 CFR Part 7, as it relates to the foregoing.

1.20. EXECUTIVE ORDER NO. 11246. Contractor shall include in its subcontracts related to the Project the following provisions (DWSRF Agmt. Ex. C § C.4.3.xvii):

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

1.21. DISADVANTAGED BUSINESS ENTERPRISES (40 CFR PART 33). Contractor agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

The DBE rule can be accessed at www.epa.gov/osbp. Contractor shall comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (DWSRF Agmt. Ex. A § A.2.2.4 and Ex. C. § C.4.3.xviii).

1.22. PROCUREMENT PROHIBITIONS. Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368.] Except where the purpose of this Agreement is to remedy the cause of the violation, Contractor may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>. (DWSRF Agmt. Ex. C § C.4.3.xix).

- 1.23. SECURE CONNECTION.** Contractor agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure. (DWSRF Agmt. Ex. C § C.4.3.xxi).
- 1.24. GEOSPATIAL DATA STANDARDS.** All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov. (DWSRF Agmt. Ex. C § C.4.3.xxii)
- 1.25. SCIENTIFIC INTEGRITY.** Contractors and subcontractors shall comply with EPA's Scientific Integrity Policy, available at <https://www.epa.gov/scientific-integrity/epas-scientific-integrity-policy> when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Contractor shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Contractor must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors. (DWSRF Agmt. Ex. C § C.4.3.xxvi).

- 1.26. ANIMAL WELFARE ACT.** The Contractor agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples> (DWSRF Agmt. Ex. C § C.4.3.xxvii).
- 1.27. TELECOMMUNICATIONS PROHIBITED.** Contractor will not purchase the following telecommunication equipment for the Project:
1. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 2. Telecommunications or video surveillance services produced by such entities;
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

4. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216. (DWSRF Agmt. Ex. C § C.4.3.xxviii).

1.28. BUILD AMERICA BUY AMERICA (BABA). This project is waived for BABA requirements.

1.29. RUSSIAN SANCTIONS (DWSRF Agmt. Ex. D § Legal). The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policyissues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-relatedsanctions>).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more.

For Contractors and subcontractor with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the Contractor is required to report to the City on an annual basis to include, but is not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

2. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) located at 41 CFR § 60-4.2.

2.1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.

2.2. 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%

2.3. 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.

- 2.4.** 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.
- 2.5.** 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.
- 2.6.** 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.

3. EQUAL OPPORTUNITY CLAUSES:

- 3.1.** The following equal opportunity clauses are incorporated by reference herein:
 - 1. 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.
 - 2. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 4.1.** The Contractor is required to comply with the 15 "Standard Federal Equal Employment Specifications" in section 4.2 below and also located in 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000.
- 4.2.** 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.

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.

6. 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.
7. 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.

8. 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).
9. 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.
10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. 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.
12. 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.
13. 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.
14. 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).

4.3. 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.

5. VIOLATION OR BREACH OF REQUIREMENTS:

5.1. 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.

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

6.1. 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.

7. RECORDS OF PAYMENTS TO DBEs:

7.1. 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.

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

8.1. 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).

8.2. 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.

- 8.3. 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.
 - 8.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see 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.
 - 8.5. 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.
 - 8.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications
 - 8.7. 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.
9. **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.
- 9.1. **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.
 - 9.1.1. 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.

- 9.1.2.** 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.
- 9.2. 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.
- 9.3. 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.
- 9.3.1.** Contractor their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by LaborCode section 1771.4.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.

- 9.7. 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."
- 9.8. 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.
- 9.9. 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.
- 9.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 9.9.2.** 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.
- 9.10. 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.

- 9.11. 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.
- 9.12. 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:
- 9.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 9.12.2. 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).
- 9.12.3. 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 9.11 above. (Labor code section 1773.3).

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

"General Decision Number: CA20230001 01/13/2023

Superseded General Decision Number: CA20220001

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).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed</p>

		on this wage determination,	
		if it is higher) for all	
		hours spent performing on	
		that contract in 2023.	
_____		_____	

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

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

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2021

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

BRCA0004-008 11/01/2022

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 44.65	19.00

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

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

CARP0213-003 07/01/2021

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

CARP0619-002 07/01/2021

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

CARP0619-003 07/01/2021

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

CARP0619-004 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0721-001 07/01/2021

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

CARP1607-004 07/01/2021

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

ELEC0569-001 06/01/2021

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

ELEC0569-004 06/01/2021

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

ELEC0569-005 06/01/2021

Rates Fringes

Sound & Communications

Sound Technician.....\$ 35.20 13.84

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

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

ELEC0569-006 06/06/2022

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

Rates Fringes

Traffic signal, street light and underground work

Utility Technician #1.....\$ 38.67 9.11

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

 ELEC0569-008 08/30/2021

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

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

 * ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70
OPERATOR: Power Equipment		
(Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70
GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70

	Rates	Fringes
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types -

drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

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

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

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types -

drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower

crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

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

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

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

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

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

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

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

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

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator,

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

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

Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 * ENGI0012-004 08/01/2022

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

 * IRON0229-001 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2022

	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 concrete 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 (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riprap, 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, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diaphering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

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

LABO0089-002 11/01/2020

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

LABO0089-004 07/01/2022

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-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer;

Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

LABO0300-005 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.

LABO0345-001 07/01/2022

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

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

whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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

LABO1414-003 08/03/2022

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

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2020

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

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

PAIN0036-010 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

PAIN0036-012 10/01/2022

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

PAIN0036-019 06/01/2022

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

PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2022

	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 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

 PLUM0016-011 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 43.66	22.18

PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..\$	38.20	25.65
Sewer & Storm Drain Work....\$	42.29	23.03

ROOF0045-001 07/01/2022

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

* SFCA0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....\$	44.99	25.72

SHEE0206-001 07/01/2020

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

SHEET METAL TECHNICIAN - SCOPE:

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

TEAM0166-001 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

	Rates	Fringes
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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

10.1. Contract and Subcontract provisions pursuant to Davis Bacon Requirements for DWSRF Projects

(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 paragraph (a)(1)(iv) of this section; 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 § 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 paragraph(a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.sam.gov

- (ii) (A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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, 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.
- (ii) (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in

compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(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 § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D)The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If

the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of 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 this part 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 shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, 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 tiersubcontractor with all the contract clauses in 29 CFR 5.5.

- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, 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).
 - (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).
 - (ii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

10.2 Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 forty hours in such workweek.

- (ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (iii) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 contractor, 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 paragraph (b)(2) of this section.
 - (iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

10.3. Compliance Verification

- (a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

- (c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contractor subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

11. FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) REGULATIONS:

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.

11.1. EPA Requirements:

1. Federal Disadvantaged Business Enterprise (DBE) regulations apply to this project.(Reference 40 Code of Federal Regulations Part 33 - Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).
2. The responsive Bid shall conform to GFE to increase DBE awareness of procurement opportunities through race and gender neutral efforts. Race and gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance.
3. Bidder agrees that it will cooperate with and assist the City in fulfilling the DBE Good Faith Effort Requirement achieving "fair share objectives" and will exercise GFE to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the Bidder shall, in the selection of Subcontractors, and Suppliers for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative GFE steps.
4. In accordance with EPA's Program for Utilization of Small, Minority Disadvantaged and Women Business Enterprises in procurement under Federal assistance programs, the Contractor agrees to the applicable "fair share objectives" as specified in **Attachment D**.
5. The provisions in the Contract Documents have been incorporated to prevent unfair practices that adversely affect DBEs.
6. If a DBE Subcontractor fails to complete the Work under the subcontract for any reason, the Contractor shall employ the 6 GFE if soliciting a replacement Subcontractor. The Contractor shall employ the 6 GFE described below even if the Contractor has achieved its fair share objectives.
7. Good Faith Efforts:
 - a) The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The "Good Faith" effort requires the Contractor and any Subcontractors to take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services even if the Contractor has achieved its fair share objectives.
 - b) If the Contractor awards subcontracts, it shall require the Subcontractors to take the steps in these specifications.
 - c) For the EPA defined GFE, see the steps below:
 - i. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - ii. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the

competitive process. This includes posting solicitations for bids or proposals for a minimum of 30 Calendar Days (refer to 33 CFR 33.301) before the bid or proposal closing date.

- iii. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Include with the GFE documentation a completed copy of the form AA61, "List of Work Made Available".
- iv. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- v. Use the services and assistance of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce (DOC). See "DBE Potential Resources Centers" Section in a later part these specifications.
- vi. If the Contractor awards Subcontracts, the Contractor shall take the steps in the paragraphs above.

11.2. California State Revolving Fund (CASRF) Requirements:

11.2.1. Refer to Subsection 11.1, "EPA Requirements" above and the following:

11.2.2. The Bidder shall take affirmative steps prior to Bid opening to assure that MBE's and WBE's are used whenever possible as sources of supplies, construction and services.

11.2.3. The affirmative steps are defined for contracts funded by the State Water Board as follows:

- 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.
- 2. For additional assistance, the 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. There are contact phone numbers listed in Step 3 that will assist you in reaching the 2 offices if the Internet is unavailable. Do not write to these sources.
- 3. The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE Subcontractors at least 15 Calendar 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.

4. Include qualified DBEs on solicitation lists and record the information. Solicitation shall be as broad as possible.
5. If DBE sources are not located, explain why and describe the efforts made.
6. The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of the Work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of GFE shall indicate a real desire for a positive response, such as a certified mail receipt or a documented telephone conversation.
7. A regular letter or an unanswered telephone call is not an adequate "good faith" effort. A list of all Subcontractors, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

11.2.4. See "DBE Potential Resources Centers" Section in a later part these specifications.

11.2.5. Annual DBE Utilization Reporting:

The Contractor shall report to the City on an annual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise Subcontractors and Suppliers using California State Revolving Funds (CASRF) Form UR-334.

12. DBE POTENTIAL RESOURCES CENTERS:

- 12.1.** 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.
- 12.2.** 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
- 12.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar 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.
- 12.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.
- 12.5.** If DBE sources are not located, explain why and describe the efforts made.
- 12.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) 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.

12.7. A regular letter or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.

12.8. Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
U.S. Small Business Administration	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: https://catalog.data.gov/dataset/dynamic-small-business-search-dsbs ¹
San Francisco, CA 94105	Bid Notification: https://catalog.data.gov/dataset/subcontracting-network-subnet-system ²
RE: Minority Enterprise Development Offices	
U.S. Department of Commerce	213-989-3153 or 213-353-9400
Minority Business Development Agency	Website:
1055 Wilshire Blvd, Suite 900	https://www.mbda.gov/business-center/los-angeles-mbda-business-center ³
Los Angeles, CA 91107	RE: Business Development Centers

12.9. State Agencies (must be contacted):

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

Notes:

1. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. 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 GFE documentation.
3. Contractor 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.

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

13.1. The affirmative GFE steps documentation shall be submitted by **5 PM, 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.

13.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION
1200 3RD AVE., SUITE 200, MS 56P
SAN DIEGO, CALIFORNIA, 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. **K-23-2168-DBB-3-C**

13.3. The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

14. FORMS:

14.1. 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.

14.1.1. The following form shall be submitted **with the Bid submittal**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

- 1. Form 4500-3: DBE Subcontractor Performance Form
- 2. Form 4500-4: DBE Subcontractor Utilization Form

14.1.2. The following forms shall be completed and submitted within **4 Working Days after the Bid opening by 5PM**. 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

14.1.3. The following additional forms shall be submitted annually in accordance with Section 11 "AGENCY SPECIFIC PROVISIONS".

- 1. Form UR-334: California State Revolving Funds (CASRF)

14.1.4. Bidder is to provide the following form to all DBE subcontractors participating on this contract. Submittal of form is dependent on DBE subcontractor and is to be forwarded to the DBE coordinator at any time during the project period of performance.

- 1. Form 4500-2: DBE Subcontractor Participation Form.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Farwest Corrosion Control Company		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known)	Point of Contact Scott Smith	
Address 12029 Regentview Ave., Downey, CA 90241			
Telephone No. (310) 532-9524		Email Address estimating@farwestcorrosion.com	
Prime Contractor Name		Issuing/Funding Entity City of San Diego / DWSRF	

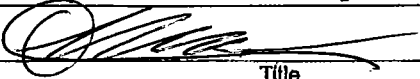
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Cathodic Protection/Corrosion Control as per spec 26 42 00 - System Testing & Commissioning Materials Tax on Materials (7.75%) Freight Estimate	\$36,320.00 \$70,494.06 \$5,463.29 \$750.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: Supplier Clearing House & NMSDE		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

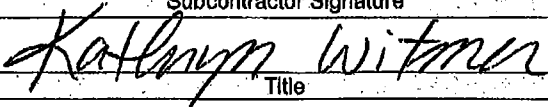
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	
Title	Date

Subcontractor Signature	Print Name
	Kathryn Witmer
Title	Date
Estimating Coordinator	4-5-2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

THIS CERTIFIES THAT

Farwest Corrosion Control Company



* Nationally certified by the: **EASTERN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 335999; 238210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/08/2023

Issued Date

PT235103

Certificate Number

02/29/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Brian K. Oglesby".

Brian K. Oglesby, Interim President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

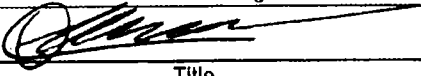
Subcontractor Name Seal Right Paving Inc		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No.	Assistance Agreement ID No. (if known) Unknown	Point of Contact	
Address 9053 Olive Dr. Spring Valley, CA 91977			
Telephone No. 619-465-7411		Email Address scott@sealrightpavinginc.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

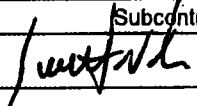
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Install 6" Thick AC on 6,250 SF.	
DBE Certified By: <u>DOT</u> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
	Scott Nelson
Title	Date
Estimator	4/14/23

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME **SEALRIGHT PAVING INC**

OWNER **FRANK T. VASQUEZ**

ADDRESS **9053 OLIVE DRIVE**
SPRING VALLEY, CA 91977 [\[map\]](#)

PHONE **619-465-7411**

FAX **619-465-7490**

EMAIL **monique@sealrightpavinginc.com**

WEBSITE **<http://www.sealrightpavinginc.com>**

ETHNICITY **Hispanic American**

GENDER **Male**

COUNTY **San Diego (CA)**

Certification Information

CERTIFYING AGENCY **California Department of Transportation**

CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**

CERTIFIED BUSINESS DESCRIPTION

Commodity Codes

Code	Description
CA WCC C2201	FINISHING ROADWAY
CA WCC C2602	AGGREGATE BASE (AB)
CA WCC C3701	SEAL COAT
CA WCC C3901	ASPHALT CONCRETE
CA WCC C3910	PAVING ASPHALT (ASPHALT CONCRETE)
CA WCC C3930	PAVEMENT REINFORCING FABRIC
CA WCC C3940	PLACE ASPHALT CONCRETE DIKE & MISC
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238990	All Other Specialty Trade Contractors

Additional Information

WORK DISTRICTS/REGIONS **Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura**

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER **42984**



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Integrity Rebar Placers		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Ken Negrete	
Address 1345 Nandina Ave. Perris, CA 92571			
Telephone No. (951) 696-6843		Email Address info@integrityrebarplacers.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

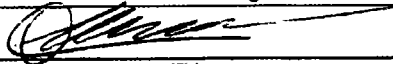
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Furnish and Install Reinforcing Steel	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: <input type="checkbox"/> MBE		Meets/exceeds EPA certification standards? YES NO Unknown

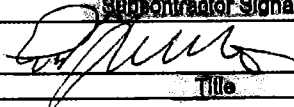
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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
	Emily Webster
Title	Date
Controller	April 14, 2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

THIS CERTIFIES THAT

Integrity Rebar Placers



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238120

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/16/2022

Issued Date

SC07357

Certificate Number

10/01/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Virginia Gomez".

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

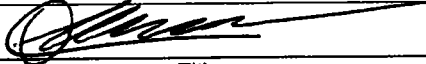
Subcontractor Name Cecilia's Safety Service, Inc.		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No.	Assistance Agreement ID No. (if known) Unknown	Point of Contact	
Address 1211 Distribution Way, Vista CA 92081			
Telephone No. (858)793-4465		Email Address cecilia@ceciliassafetyservice.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Traffic Control (Labor and Rental)	
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/exceeds EPA certification standards?
Other: _____		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
<i>Cecilia Kathleen Ostlund</i>	Cecilia Kathleen Ostlund
Title	Date
President	04/14/2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME	Cecilia's Safety Service, Inc.
OWNER	Ms. Cecilia Kathleen Ostlund
ADDRESS	1211 Distribution Way Vista, CA 92081 [map]
PHONE	858-793-4465
EMAIL	cecilia@ceciliassafetyservice.com
WEBSITE	http://www.ceciliassafetyservice.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	San Diego (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	All Other Specialty Trade Contractors

Commodity Codes

Code	Description
CA WCC C1201	TRAFFIC CONTROL SYSTEM
CA WCC C1211	TRAFFIC FLAGGER
CA WCC C1212	PILOT CAR SERVICES
NAICS 238990	All Other Specialty Trade Contractors
NAICS 488490	Other Support Activities for Road Transportation
NAICS 561990	All Other Support Services

Additional Information

WORK DISTRICTS/REGIONS	Fresno, Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	25584



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

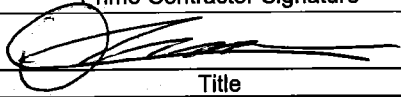
Subcontractor Name Golden Empire Concrete Products Inc dba StructureCast		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Anna Dezember	
Address 8261 McCutchen Road, Bakersfield, CA 93311			
Telephone No. 661.833.4490		Email Address anna@structurecast.com	
Prime Contractor Name		Issuing/Funding Entity CASRF/EPA/DWSRF	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Five (5) Precast Concrete Vaults manufactured and delivered: - LVS-V-002 11' X 17' X 12.83' Precast Vault - LVS-V-003 11' X 8' X 15' Precast Vault - LVS-V-004 11' X 8' X 15.42' Precast Vault - SV1 - 11' X 13' X 9.9' Precast Vault - SV2 - 11' X 10' X 11.02' Precast Vault	\$315,300
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>WBENC - WBE & WOSB</u>		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	4/14/23

Subcontractor Signature	Print Name
Anna Dezember	Anna M. Dezember
Title	Date
President	04/14/2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME **Golden Empire Concrete Products, Inc., DBA StructureCast**

OWNER **Anna Dezember**

ADDRESS **8261 McCutchen Road
Bakersfield, CA 93311 [\[map\]](#)**

PHONE **661-833-4490**

FAX **661-280-5626**

EMAIL **anna@structurecast.com**

WEBSITE **<http://www.structurecast.com>**

ETHNICITY **White**

GENDER **Female**

Certification Information

CERTIFYING AGENCY **Supplier Clearinghouse**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

EXPIRATION DATE **11/30/2023**

CERTIFIED BUSINESS DESCRIPTION **Custom architectural & structural precast concrete manufacturer. Pre-stressed and post-tensioned precast concrete products: architectural and structural precast wall panel systems, pre-engineered precast buildings, precast concrete sound and security walls, retaining wall structures, culverts, bridge girders, storm water and waste water vaults, pavement slabs and custom design build precast products.**

Commodity Codes

Code	Description
SIC 1799	All Other Special Trade Contractors
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 327390	Architectural wall panels, precast concrete, manufacturing
SIC 1771	Concrete Work
SIC 3272	Concrete Products, Except Block and Brick
SIC 3272	Other Concrete Products

Additional Information

VON NUMBER **19000813**



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Cecilia's Safety Service	1211 Distribution Way, Vista, CA 92081 858-793-4465 cecilia@ceciliasafetyservice.com	\$105,000	Yes
Integrity Rebar	1345 Nandina Ave, Perris, CA 92571 951-696-6843 info@integrityrebarplacers.com	\$566,326	Yes
Seal Right Paving	9053 Olive Dr., Spring Valley, CA 91977 619-465-7411 scott@sealrightpavinginc.com	\$40,000	Yes

--Continue on back if needed--

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Vic Ross Masonry	3451 Pickwick St, San Diego, CA 92102	\$722,000	Yes
Structure Cast	8261 Mc Cutchen Rd, Bakersfield, CA 93311 661-833-4490 anna@structurecast.com	\$339,000	Yes
Farwest Corrosion	12029 Regentview Ave, Downey, CA 90241	\$112,000	Yes

--Continue on back if needed--

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**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

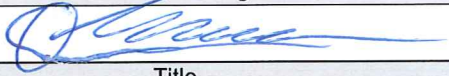
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

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² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	April 6, 2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-4 (DBE Subcontractor Utilization Form)

LIST OF WORK MADE AVAILABLE

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

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

AA61 - List of Work Made Available

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of Product or Service Codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is completed.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent 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 of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.



**STATE WATER RESOURCES CONTROL BOARD – DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS (CASRF)
FORM UR-334**

1. Grant/Finance Agreement Number:		2. Annual Reporting Period 10/1/___ through 09/30/___		3. Purchase Period of Financing Agreement:	
4. Total Payments Paid to Prime Contractor or Sub-Contractors During Current Reporting Period: \$					
5. <u>Recipient's Name and Address:</u>			6. <u>Recipient's Contact Person and Phone Number:</u>		
7. List All DBE Payments Paid by Recipient or Prime Contractor During Current Reporting Period:					
Payment or Purchase Paid by Recipient or Prime Contractor	Amount Paid to Any DBE Contractor or Sub-Contractor For Service Provided to Recipient		Date of Payment (MM/DD/YY)	Procurement Type Code** (see below)	Name and Address of DBE Contractor of Sub-Contractor or Vendor
	MBE	WBE			
8. Initial here if no DBE contractors or sub-contractors paid during current reporting period:					
9. Initial here if all procurements for this contract are completed:					
10. Comments:					
11. Signature and Title of Recipient's Authorized Representative			12. Date		

Email Form UR-334 to:

DrinkingWaterSRF@waterboards.ca.gov OR CleanWaterSRF@waterboards.ca.gov

Questions may be directed to:

Barbara August, SWRCB
Barbara.August@waterboards.ca.gov
 Phone: (916) 341-6952
 Fax: (916) 327-7469

****Procurement Type:**

1. Construction
2. Supplies
3. Services (includes business services; professional services; repair services and personnel services)
4. Equipment

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CALIFORNIA STATE REVOLVING FUNDS**

INSTRUCTIONS FOR COMPLETING FORM UR-334

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the **DBE purchases only** and be sure to limit them to the current period.
1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid / Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency’s need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:
 Mr. Joe Ochab, DBE Coordinator
 US EPA, Region 9
 75 Hawthorne Street
 San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours - Normal Working Hours shall be **8:30 AM – 3:30 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 – SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:
2. You shall be responsible for obtaining, complying, and paying for all County of San Diego Permits. Payment will be in accordance with Technicals 01 15 00.

SECTION 3 – CONTROL OF THE WORK

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

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

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Study for Lakeside Valve Station Replacement, 12450 Woodside Avenue Lakeside, California dated October 21, 2019, by Kleinfelder.

- b) Asbestos Abatement Report dated May 19, 2017.
- c) Lead Containing Materials Report dated May 19, 2017.

6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1kwRI5e8gDZhR4a2pUXkGJOaK510bVPWF?usp=share_link

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

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

3-10.1 General.

- 1. You shall provide all required site layout and general grade checking work.

3-10.2 Survey Services Provided by the Contractor.

- 1. Monument perpetuation, including mark-outs, will be performed by an approved licensed land surveyor. Coordination of these services will be your duty. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Construction Manager so that the monument is preserved or perpetuated in accordance with state law. Refer to monumentation/survey notes on Plans.
- 2. The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by by an approved licensed land surveyor:
 - 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, preservation of all survey related marks, and all surveying services required and incidental to the construction of this project shall be included in the Contract Price.

3-12.1

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

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.
 - d) As specified in Technicals 01 50 00, Section 3.07 "Cleaning During Construction".

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-1.1

American Iron and Steel (AIS).

1. The Consolidated Appropriations Act, 2014, includes an "American Iron and Steel (AIS)" requirement in section 436 that requires this project, funded via the Drinking Water State Revolving Loan Fund (DWSRF) to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system.
2. You acknowledge to and for the benefit of the City of San Diego and the State Water Resource Control Board that you understand the Work under this Contract is being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used for construction to be produced in the United States including iron and steel products to be provided by you. You hereby warrant to and for the benefit of the City and the State that:
 - a) You have reviewed and understand the American Iron and Steel Requirement,
 - b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement with required certification (for sample certification letters, refer to **Appendix H**), unless a waiver of the requirement is approved, and;
 - c) You will provide any further verified information, certification or assurance of compliance with this paragraph, or information

necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the City or the State.

3. The additional information below is being provided for reference and guidance to ensure that you comply with all requirements set forth by the DWSRF Loans:

- a) Refer to the following EPA website:

<http://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>

- b) The United States Environmental Protection Agency's Memorandum dated March 20, 2014 entitled, "Implementation of American Iron and Steel Provisions of P.L. 113-76, Consolidated Appropriations Act, 2014":

<https://www.epa.gov/sites/production/files/2015-09/documents/ais-final-guidance-3-20-14.pdf>

4. Your failure to comply with this provision shall permit the City or State to recover damages against you for any loss, expense, or cost (including without limitation attorney's fees) incurred by the City or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the City). Although you have no direct contractual privity with the State, as a lender to the City for the funding of this project, you and the City agree that the State is a third-party beneficiary and neither this provision (nor any other provision of this Contract necessary to give this provision force or effect) shall be amended or waived without the prior written consent of the State.

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) Refer to the Technical specifications.

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.

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors

Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.5 Contractors Hazardous Transporters Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Hazardous Transporters Pollution Liability Insurance, including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount no less than \$2,000,000 limit per occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City from any insurance provided by a Subcontractor instead of you..
4. To obtain City approval of a Subcontractor's insurance coverage in lieu of the Contractor's insurance, the Contractor shall certify that all activities under the Contractor's Hazardous Transporters Pollution Liability Insurance will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim without prior approval of the City
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12-month extended Claims Discovery Period applicable to this Contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5-4.2.6

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.

1. 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.

2. For any policy of general liability insurance concerning the construction of the Project, the Contractor will cause, and will require its subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide a copy of all such certificates prior to the commencement of construction of the Project.

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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 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:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 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:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,
- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.4.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its

elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. 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.

5-4.5.4.2 Severability of Interest. For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and shall provide cross-liability coverage.

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

ADD:

6-1.2.1 Construction Phasing. To the “WHITEBOOK”, ADD the following:

3. The Lakeside Valve Station shall be fully functional from October 15, 2022 through April 30, 2023. No system shutdowns will be allowed during this period.
4. A sample construction sequence has been prepared for this project. You are still responsible for your construction phasing in order to complete all the project Scope of Work within the allotted Working Days specified in the Contract Documents.

<https://drive.google.com/drive/folders/1kwRI5e8gDZhR4a2pUXkGJOaK510bVPWF?usp=sharing>

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption** for **Lakeside Valve Station Replacement**, WBS No. **B-17082.02.06**, 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:

3. Refer to Technicals 01 15 00 MEASUREMENT AND PAYMENT.

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 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 **FIELD OFFICE FACILITIES.** To the "WHITEBOOK", ADD the following.

1. Provide a Class "D" Field Office.

SECTION 209 – PRESSURE PIPE

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

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

209-2.1 **General.** To the "GREENBOOK", sentence (1), DELETE "64-inch" and SUBSTITUTE with "68-inch".

209-2.2 **Fabricated Steel Pipe and Fittings.** To the "GREENBOOK", ADD the following:

1. All flanges shall be Class E.
2. Fabricated steel pipe and fitting shall be manufactured in the United States.

209-2.2.1 **Materials.** To the "WHITEBOOK", Table 209-2.2.1, Cement-Mortar Interior Lining (AWWA C205), ADD the following:

1. **CEMENT MORTAR COATING**
 - a) Cement shall be Type II, low alkali, conforming to the requirements of ASTM C150.
 - b) Provide sand conforming to ASTM C33 provided that 100 percent of the sand shall pass a No. 4 sieve for cement mortar coating applied directly in contact with a dielectric coating.
 - c) Water shall be free of organic materials and other impurities which might reduce the strength, durability or other quality of the cement mortar. Water shall have a pH of 7.0 to 9.0, a maximum chloride concentration of 500 mg/l (per Caltrans test method 422), and a maximum sulfate concentration of 500 mg/l (per Caltrans test method 417).
 - d) Reinforcement for pipe diameters larger than 36 inches shall be Size W-1.2 welded wire fabric conforming to ASTM A185. Spacing shall be two inches center to center for longitudinal members and four inches center to center for transverse members (2x4-W1.2xW1.2). Crimped wire fabric reinforcement is not allowed. The wire need not be

galvanized. Do not use excessively rusted fabric. Installed fabric shall be free from dirt and paint or other coating material.

- e) Steel wire conforming to ASTM A82 may be used as a reinforcement for mortar coatings for pipe diameter 36 inches or less, except for specials and fittings which by their shape are not suited for its use.
- i. Apply a one inch thick reinforced cement mortar coating in accordance with AWWA C205. The cement mortar coating shall consist of not more than 4-1/2 cubic feet of sand to one sack of cement (94 pounds).
 - ii. Leave an uncoated three-inch holdback from the end of the cold-applied plastic tape to the cement mortar coating at each pipe end to permit field tape coating of the joints. Allow sufficient length of holdback for other pipe coatings to provide clearance for coating joints in the field.
 - iii. Apply the mortar coating in a one station operation with no lapse of time between application of adjacent mortar coating layers so that no sloughing will occur at any time during or following its application. If, for any reason, it is necessary to interrupt mortar placement for a sufficient length of time, whereby the material takes a permanent set (i.e., a construction joint is formed), form a shoulder by shooting the mortar against a backing strip, or cut back with a trowel or other suitable tool the irregular edges of the material last placed to a clean, unbroken surface perpendicular to the face to provide a suitable connection or construction joint between such material and the material to be subsequently placed. Do not shatter or disturb the material remaining in place nor disturb the embedded welded-wire fabric. Before placing fresh material against the surfaces of such joints, carefully clean and wet these surfaces to ensure a good bond between the fresh material and that previously placed. Featheredged construction joints will not be permitted. As soon as the material has hardened sufficiently, in the opinion of the ENGINEER, thoroughly wet with water the exterior of the mortar coating and thereafter cure.
 - iv. Place the wire reinforcement after application of a 3/8 inch thick layer of mortar over the pipe coating. The wire shall not be in contact with the pipe coating or the steel cylinder. Following the placement of wire reinforcement, moisten surface and apply a second layer of mortar 5/8 inch thick over the wire to bring the total thickness of the mortar to the specified thickness.
 - v. Provide suitable means for checking the thickness of the coating applied.

2. **CURING OF MORTAR COATING**

- a) After the initial set has taken place, cure the mortar coating using the water-spray, steam, or sealing compound methods. Do not interchange methods without written approval from the ENGINEER.
 - I. Water-spray method. Begin water-spray curing method as soon as the pipe or special can be sprinkled with water without damage to the coating. Keep the coating continually moist by intermittent or continuous spray for a minimum of 96 hours. Use the water-spray method only when the minimum ambient temperature exceeds 50 degrees F at all times during the curing period. No credit will be allowed for any curing time during which the temperature drops below 50 degrees F.
 - II. Steam Curing Method. Begin the steam curing within four hours after completion of the coating operation. Keep the coating continually moist by intermittent or continuous spray until steam curing begins. Maintain the minimum relative humidity at 85 percent with a curing temperature not exceeding 90 degrees F for the first three hours. Increase the curing temperature to between 110 degrees F and 150 degrees F maintaining the minimum relative humidity at 85 percent for the next 20 hours. Do not exceed the maximum allowable temperature for dielectric coated pipe.
 - III. Sealing compound method. The sealing compound shall conform with SSPWC. The mortar coating shall be kept continuously wet by means of an adequate water spray or sprinkling system during the interval of time elapsing before application of the sealing compound. When the sealing compound is dry, a dense coat of whitewash shall be applied thereon, except that whitewash will not be required on white-pigment compound. Whitewash material shall conform to the requirements of Section 2.7 of AWWA C203.

3. **STORAGE/HANDLING**

- a) Protect the pipe coating from damage during transportation and installation of the pipe. Restore any damaged portions of the coating to a condition equal to that specified herein for the original work. At the fabrication plant use belt slings or padded forklifts to transport or handle the coated and/or lined pipe sections. In no event shall pipe be transported from the coating yard until after the exterior mortar coating has attained an age of seven days.

209-2.2.1 Materials. To the "GREENBOOK", Table 209-2.2.1, "Lining and Exterior Coating (Required on exposed steel surfaces and ring joints)", "Cold-Applied Tape Exterior Coatings", ADD the following:

I. General

1. Provide factory cold-applied plastic tape coating in accordance with AWWA C209, AWWA C214, and as specified herein. Furnish plant and field applied primer and plastic tape, and plant and field applied repair tape by a single manufacturer. Meet or exceed the physical properties of tape materials for plant and field application criteria listed when tested in accordance with the methods described in AWWA C209 and AWWA C214, Section 4.12, "Coating System Tests."
2. The tape coating systems consist of an exterior cold-applied plastic tape on the bare metal surface of steel pipe with a cement mortar coating applied over the tape system. Tape coating systems are specified for:
 - a) normal plant cold-applied tape;
 - b) plant cold-applied tape for special sections, connections and fittings, and plant repairs of cold-applied tape; and
 - c) field joint, field coated fittings and repair of field cold-applied tape.

II. Primer

1. Primer shall be comprised of 100 percent butyl rubber with resins for adhesion, cathodic disbonding and stress corrosion cracking inhibitors. The primer shall be Polyken #1039 primer with the following properties.
 - a) Percent Solids: ≥ 18 percent
 - b) Flash Point: $>+109$ degrees F
 - c) Viscosity: Thin syrup

III. Storage Primer

1. Storage primer on the exposed steel at the tape cutbacks shall be Polyken #924, with the following properties.
 - a) Color: Black
 - b) Base: Synthetic natural rubber and resin
 - c) Solvent: Naphtha, toluene blend
 - d) Total Solids: 19 percent by weight
 - e) Viscosity: Thin syrup
 - f) Flash Point: $>+10$ degrees F

IV. **Plant Cold-Applied Plastic Tape System**

1. Anti-corrosion inner layer tape shall be Polyken #989, with the following properties:
 - a) Tape Color: Black
 - b) Backing: Consist of a minimum 98 percent blend of high and low density polyethylene with the remaining portion a blend of colorants and stabilizers.
 - c) Adhesive: Consist of a 100 percent butyl based elastomers with resins for adhesion, cathodic disbonding, and long-term in-ground performance.
 - d) Thickness:
 - i. Total thickness: 20 mil
 - ii. Backing: 9 mil
 - iii. Adhesive: 11 mil
 - iv. Tolerance: minus 5%, plus 10%.
 - e) Tensile Strength at Break: ≥ 30 lb/in width
 - f) Elongation at Break: ≥ 200 percent
 - g) Adhesion to Steel: ≥ 100 oz/in width
 - h) Adhesion to Primed Steel: ≥ 300 oz/in width
 - i) Adhesion to Backing: \geq to 40 oz/in width
 - j) Dielectric Strength: \geq to 20 kV
 - k) Insulation Resistance: 1×10^{12} ohms
 - l) Water Vapor Transmission: < 0.2 gm/100in²/24 hr at 70 degrees F
 - m) Cathodic Disbonding at 68 degrees F, for 30 days: 0.2 in² (ASTM G8)
 - n) Shear Resistance at 68 degrees F for four weeks: 0.2 mm/day
 - o) Hydrolytic Stability, 200hrs at 98 degrees C H₂O, Adhesion: > 150 oz/in
 - p) Thermal Stability, 2,000 hrs at 100 degrees C air, Adhesion: > 150 oz/in
2. First mechanical outer layer tape shall be Polyken # 955, with the following properties:
 - a) Tape Color: Gray
 - b) Thickness:
 - i. Total thickness: 30 mil

- ii. Backing: 25 mil
 - iii. Adhesive: 5 mil
 - iv. Tolerance: minus 5%, plus 10%.
 - c) Tensile Strength: ≥ 45 lb/in width
 - d) Elongation: ≥ 200 percent
 - e) Adhesion to Backing: 40 oz/in width
 - f) Water Vapor Transmission: $< 0.2\text{gm}/100\text{in}^2/24$ hr at 70 degrees F
 - g) Dielectric Strength: ≥ 25 kV
3. Second mechanical outer layer tape shall be Polyken #956 UV1 having UV protection properties as follows. Provide certification of UV protection.
- a) Tape Color: White
 - b) Backing: Consist of a minimum 96 percent blend of high and low density polyethylene with the remaining portion a blend of colorants and stabilizers.
 - c) Adhesive: Consist of a 100 percent butyl based elastomer with resins for adhesion, and long term in-ground performance.
 - d) Thickness:
 - i. Total thickness: 30 mil
 - ii. Backing: 25 mil
 - iii. Adhesive: 5 mil
 - iv. Tolerance: minus 5%, plus 10%.
 - e) Tensile Strength: ≥ 55 lb/in width
 - f) Elongation: ≥ 200 percent
 - g) Adhesion to Backing: 60 oz/in width
 - h) Water Vapor Transmission: $< 0.2\text{gm}/100\text{in}^2/24$ hr at 70 degrees F
 - i) Dielectric Strength: ≥ 25 kV
4. Total coating system shall be the Polyken YGIII system, with the following properties:
- a) 100% Polyethylene based backings with colorants and stabilizers. 100% Butyl based elastomers.

- b) Adhesion to Steel: ≥ 100 oz/in
- c) Adhesion to Backing: ≥ 60 oz/in width
- d) Adhesion to Primed Steel: ≥ 300 oz/in
- e) Tensile Strength: ≥ 85 lb/in width
- f) Elongation: $> 200\%$
- g) Dielectric Strength: ≥ 20 kV
- h) Insulation Resistance: 1×10^{12} ohms
- i) Water Vapor Transmission: ≤ 0.25 gm/100in²/24 hr at 70 degrees F
- j) Cathodic Disbonding at 68 degrees F for 30 days: 0.2 in² (ASTM G8)
- k) Shear Resistance at 68 degrees F for 4 weeks: 0.2 mm/day
- l) Impact: 90 in-lbs.
- m) Penetration: 11-15%

V. **Plant Cold-Applied Plastic Tape Coatings for Special Sections, Connections and Fittings, and Plant Repair**

1. Anti-corrosion inner layer shall be Polyken #932-50, with the following properties:
 - a) Backing: Consist of a minimum 96 percent blend of high and low density polyethylene with the remaining portion a blend of colorants and stabilizers.
 - b) Adhesive: Consist of a 100 percent butyl based elastomer with resins for adhesion, cathodic disbonding, and long-term in-ground performance.
 - c) Thickness:
 - i. Total Thickness: 50 mil
 - ii. Backing: 40 mil
 - iii. Adhesive: 10 mil
 - iv. Tolerance: minus 5%, plus 10%.
 - d) Tensile Strength: ≥ 25 lb/in width
 - e) Elongation: $\geq 150\%$
 - f) Adhesion to Steel: 225 oz/in width

- g) Adhesion to Backing: 60 oz/in width
 - h) Water Vapor Transmission: < 0.2gm/100in²/24 hr at 70 degrees F
 - i) Dielectric Strength: ≥ 28 kV
2. Mechanical layer outer tape for plant fittings and plant repair cold-applied plastic tape shall be Polyken #955, with the following properties:
- a) Backing: Consist of a minimum 96 percent blend of high and low density polyethylene with the remaining portion a blend of colorants and stabilizers.
 - b) Adhesive: Consist of a 100 percent butyl based elastomer with resins for adhesion, and long term in-ground performance.
 - c) Thickness:
 - i. Total thickness: 30 mil
 - ii. Backing: 25 mil
 - iii. Adhesive: 5 mil
 - iv. Tolerance: minus 5%, plus 10%.
 - d) Tensile Strength: ≥ 45 lb/in width
 - e) Elongation: ≥ 200%
 - f) Adhesion to Backing: 40 oz/in width
 - g) Water Vapor Transmission: < 0.2gm/100in²/24 hr at 70 degrees F
 - h) Dielectric Strength: ≥ 25 kv

VI. Field Joint, Field Coated Fittings, and Field Repair Cold-Applied Plastic Tape

1. Joint filler tape to be Polyken #939, with the following properties:
- a) Tape Color: Black
 - b) Thickness: 125 mil
 - c) Elongation: > 600%
 - d) Solids Content: 98% minimum
 - e) Penetration Hardness: 85-105 DMM (300 GM moving load)
 - f) Low Temperature Flexibility: No cracking when bent around a one-inch mandrel at minus 10 degrees F
 - g) Chemical Resistance: No visible deterioration after 30 days immersion in the following solutions: 5% Caustic Potash; 5% HCL, 5% H₂SO₄; Saturated HS

2. Field joint, field fitting, and field repair outer layer tape shall be Polyken #932-50, as specified herein.

VII. Cold-Applied Plastic Tape Coating

1. Apply plastic tape coating in accordance with AWWA C214, C209, and as modified herein.
2. Certificate of Compliance: Prior to shipment of pipe, furnish a certificate of compliance stating that tape materials and work furnished hereunder will comply or have complied with the requirements of these specifications and AWWA C209 and C214. The certification shall be substantiated by the tape manufacturer's production quality control test results. The tape manufacturer shall supply test data on each batch used.
3. The tape manufacturer shall furnish a representative to provide assistance during the initial application of all tape materials to ensure proper installation.
 - a) Retain the tape manufacturer representative for a minimum of five consecutive working days of tape coating for each project heading. At the completion of the five-day period, the tape material manufacturer's representative shall meet with the CONTRACTOR and ENGINEER to review and update the tape coating operation plan. If, in the opinion of the ENGINEER, significant modifications to the tape coating operations are identified in the initial five day inspection period, retain the tape material manufacturer's representative for an additional length of time, as necessary to correct all deficiencies in the application of the tape coating system.
 - b) The tape manufacturer representative shall be retained by the CONTRACTOR for the duration of the work and shall respond to periodic field problems and questions from the CONTRACTOR and ENGINEER within a sufficient time period so as not to cause delay in the installation and backfill of pipe. Costs incurred for retention of the tape manufacturer's representative shall be borne by the CONTRACTOR.
 - c) Properly document any modifications to the pipe manufacturer's tape coating operation and submit within three working days to the ENGINEER in accordance with shop drawing submittal procedures.

VIII. Straight Run Pipe Application

1. For straight run pipe, plant applied conditions, the cold-applied plastic tapes shall be a four layer system consisting of: (1) primer; (2) corrosion prevention tape (inner layer); (3) mechanical protective tape

(first outer layer); and (4) mechanical protective tape (second outer layer).

2. Perform the entire coating operation as a one station operation where the pipe is supported at the ends in a manner which will permit the application of the primer, plastic tape, and cement mortar coating. Do not allow additional handling following the initial setup of the pipe section, from application of primer, tape coating, and cement mortar coating. No application involving rollers to support the pipe during the primer application, plastic tape, or cement mortar coating application will be permitted.
3. Perform the entire coating operation by experienced workers skilled in the application of cold-applied plastic tapes and cement mortar coating under qualified supervisors. The ENGINEER is to be immediately informed of any personnel changes associated with the pipe coating operation.
4. All equipment for blasting and application of the tape coating system shall be of such design and condition to comply with all the requirements of these specifications. Immediately repair or replace equipment which, in the opinion of the ENGINEER, does not produce the required results. Include equipment and a repair procedure for correcting defective tape application for use under this specification in the steel pipe fabrication plan. Make available for review a copy of this portion of the fabrication plan, and any updates, at the location of the coating operation, and a repair procedure for correcting defective tape application.
5. Remove the exterior weld bead along the entire exterior surface of the pipe. The exterior weld bead shall be flush with the exterior surface of the pipe with a tolerance of plus 1/64 inch. Removal of the weld bead is to be conducted in such a manner that no gouging or nicking of the plate surface will occur. This operation is to result in a smooth exterior surface with no ridges or valleys which may result in bridging or disbonding of the tape from the surface of the pipe.
6. Surface preparation shall conform to AWWA C214 and the following.
 - a) Bare pipe shall be clean of all foreign matter such as mud, mill lacquer, wax, coal tar, asphalt, oil, grease, or any contaminants. Wash off any chemical solutions used in cutting or welding with hot water and allow the surface to dry. Remove welding slag or scale from all welds by wire-brushing, hammering, or other satisfactory means. Remove welding splash globules prior to priming.
 - b) Prior to blast cleaning, inspect surfaces and, if required, preclean in accordance with the requirements of SSPC SP-1, Solvent Cleaning, to remove oil, grease, and all foreign deposits. Remove visible oil and grease spots by solvent wiping. Use only approved solvents that do not leave any

residue. Include in the -manufacturer's fabrication plan the cleaning solvent applications procedure and safety precautions. Preheating to remove oil, grease, and mill scale will be permitted; provided, that the pipe is to be cement mortar lined in the field; and provided, all pipe is preheated in a uniform manner to avoid distortion. Do not exceed preheat temperatures of 500 degrees Fahrenheit.

- c) Use on all affected steel-plate work, suitable and effective measures for eliminating the inclusion of gas forming elements, or other detrimental conditions, in any of the shop or field welds which results in any condition found to be detrimental to the successful application and bonding of primer, plastic tape, and cement mortar coating. Said measures to include time-curing the pipe sufficiently, thoroughly neutralizing the gas forming elements, or other approved treatment.

7. Blast cleaning shall conform to AWWA C214 and the following.

- a) Blast the pipe surface using a commercially available shot grit mixture to achieve a prepared surface equal to that which is specified in SSPC SP-6, Commercial Blast Cleaning.
- b) For plant mortar-lined pipe, perform blast cleaning of said exterior surfaces after the initial curing of the spun mortar lining. Perform the exterior blast cleaning in such a manner as not to endanger the mortar lining in the pipe. Completely remove corrosion and foreign substances from the exterior of the pipe in the blastcleaning operation, and apply primer immediately after completion of blast cleaning.
- c) The shot grit mixture shall not exceed 40 percent shot to 60 percent grit. The shot grit mixture is to be determined prior to the start of blast cleaning operations and this mixture ratio is not to be modified throughout the duration of the blast cleaning operations without the written approval of the ENGINEER.
- d) Achieve from abrasive blasting an anchor pattern profile a minimum of 1.0 mil, but not exceeding 2.0 mils. Provide anchor pattern standards in the form of a three-dimensional standard plate which depicts a commercial blast profile. Prepare a sample of the blasted surface on a representative steel plate measuring six inches by six inches by 1/4 inch or purchase standard industry plate samples of various blast finishes for comparisons. Purchase standard plates from NACE, meeting NACE TM-01-75, and conforming to NACE No. 3 standard using grit. Establish by agreement with the ENGINEER the visual standards that meet the specified anchor pattern and degree

of cleanliness. Upon the establishment of the said standards, seal the steel plate using a clear acrylic coating, moisture proof plastic bag, or other approved means to protect the plate from surface contamination or corrosion. Use this plate as a visual comparator during the blastcleaning and coating operations. Measure the anchor pattern or profile of the blasted surface using comparator tape as specified herein.

- e) Inspect the blast cleaned exterior pipe surface for adequate surface preparation prior to application of the primer. Surface comparator tapes are to be used by the manufacture in at least eight random areas, selected by the ENGINEER, along any given 40-foot length of pipe. The results of the surface comparator tapes are to be documented on the quality control sheet for each pipe section.
 - f) Coat each pipe section with primer and tape within the same day of being blast cleaned. Do not allow blasted and/or blasted and primed pipe to sit overnight. All blasted and primed pipe must be coated by the end of the day. No coating will be permitted on pipe sections showing evidence of rust.
8. Primer application shall conform to AWWA C214 and the following.
- a) Prior to primer application, clean the pipe surface free of foreign matter such as sand, grease, oil, grit, rust particles, and dirt.
 - b) Apply the primer in a uniform thin film at the coverage rate recommended by the manufacturer. Meet the recommendations of the manufacturer for the state of dryness of the primer prior to the application of the inner layer of tape. Make available at all times, primed surfaces for inspection prior to the application of the inner layer tape. Maintain adequate safety precautions, as outlined in the manufacturer's fabrication plan, throughout the application of the primer.
 - c) Limit the application of primer to that length of pipe which can be taped within the same work day. Pipe coated with primer which was not taped within the same work day shall be rejected at the discretion of the ENGINEER. The primer shall be removed and the surface shall be re-primed.
 - d) Protect primer coated pipe sections from moisture, dirt, sand, and other potentially contaminating materials. Protect priming operations from, or suspended during, times of high wind. Sections not adequately protected shall be rejected by the ENGINEER. If rejection occurs due to contamination of the primer, completely remove the primer from the exterior of the pipe section and re-prime the surface.

- e) Thoroughly mix the primer by agitation using Jiffy Mixer or an approved equal powered by air or explosion proof electric motor. Continuously mix and agitate primer during application to prevent settling or lumping.
- f) Apply primer only to a dry pipe surface. Whenever the ambient air temperatures are cold enough to cause gelling of the primer, the use of heaters will not be permitted to return the primer back to a fully liquid state. Use new primer at a minimum of 40 degrees F.
- g) Apply storage primer to the exposed steel pipe at tape cutbacks to prevent oxidation of the cleaned metal surface. Spray apply minimum of 1-1/2 mils and maximum of 2-1/2 mils of storage primer to exposed steel per the manufacturer's recommendations. Do not place storage primer on the edge of the steel plate.
- h) Certify the solvent of the primer and storage primer by the manufacturer stating compliance with air pollution control rules and regulations and all requirements of agencies and other governmental bodies having jurisdiction. Include air pollution control rules and regulations regarding the application of the primer in the manufacturer's fabrication plan.

9. Inner layer tape application:

- a) Apply the inner layer tape directly onto the primed surface using approved mechanical dispensing equipment to assure adequate, consistent tension on the tape as recommended by the tape manufacturer. Use rollers to apply pressure on the tape as it comes in contact with the pipe. Make necessary adjustments to mechanical application equipment to assure a uniform, tight coating. Maintain a tight, smooth, mechanically induced, wrinkle-free coating throughout application process.
- b) The application of tension shall be such that the width of tape will be reduced between 1-1/2 to 2 percent of tape width prior to the pull. Provide a pressure readout gauge and chart recorder, suitable to the ENGINEER, with the tape let-off machine to document the tape tension during application. The documented tape tensioning during application shall be available upon request.
- c) Apply inner layer tape at a minimum roll temperature of 70 degrees F. Continuously monitor the temperature of the tape within 12 inches of the point of contact with the pipe surface. Use a chart recorder, suitable to the ENGINEER, to document

the temperature of the tape during application. Sections where the tape application tension and temperature is not maintained within manufacturer's recommendations shall be rejected, and the tape removed from the entire pipe section and reapplied.

- d) Continuously electronically test the inner tape layer at 6,000 volts immediately following application of the tape by a holiday tester permanently mounted to the tape application station and equipped with an indicator light and audio buzzer, suitable to the ENGINEER to alert the workmen of the presence of holidays in the coating system.
- e) Spirally wrap the inner layer tape over longitudinally welded pipe; however, for spiral welded pipe, the angle of the inner layer tape shall be wrapped as parallel as practicable to the spiral weld of the pipe or as approved by the ENGINEER. Provide a one inch nominal tape overlap, minimum overlap $\frac{3}{4}$ inch.
- f) Splice each new roll by overlapping the new tape over the end of the preceding roll by at least six inches. Perform this end lap splice by hand or by a mechanical applicator such that the splice is wrinkle free and maintains the continuity of the inner wrap coating. Maintain the wrapping angle of the new roll parallel to that of the previous roll.
- g) Provide cutbacks ten inches from and parallel to the end of the pipe. Perform cutbacks using a cutting device that is guided from the end of the pipe to ensure a uniform, straight cutback.

10. Mechanical outer layer tape application:

- a) Apply the first mechanical outer layer of tape over the inner layer tape using the same type of mechanical equipment used in the application of the inner layer tape. No overlap splice of the other layer coinciding with the overlap splice of the inner layer will be permitted. Provide a minimum six-inch separation between overlap of splices. Apply two mechanical outer layers of tape as specified herein. The inner layer tape shall be electrically tested, inspected, and approved prior to the application of the first mechanical outer layer tape and the first mechanical outer layer tape shall also be visually inspected and approved prior to the application of the second mechanical outer layer tape. Ensure that both mechanical outer layer tapes are smooth, tight, and wrinkle-free.
- b) Apply mechanical outer layer tapes in accordance with the requirements for the inner layer tape, except that the minimum tape roll application temperature shall be 90

degrees F. Monitoring for tension and temperature will be required for the mechanical outer layer tapes. The use of rollers to apply pressure on the tape is not required during application of the mechanical outer layer tapes. Holiday testing of the mechanical outer layer tapes is not required during tape application. Test the complete tape system prior to coating as specified herein.

11. Storage primer application shall conform to AWWA C214 as modified herein:
 - a) Prior to storage primer application, clean the pipe surface free from foreign matter such as sand, grease, oil, grit, rust particles, and dirt.
 - b) Thoroughly mix the primer by agitation using Jiffy Mixer or an approved equal powered by air or explosion proof electric motor. Continuously mix and agitate primer during application to prevent settling or lumping.
 - c) Apply primer only to a dry pipe surface. Whenever the ambient air temperatures are cold enough to cause gelling of the primer, the use of heaters will not be permitted to return the primer back to a fully liquid state. Use new primer at a minimum of 40 degrees F.
 - d) Apply storage primer to the exposed steel pipe at tape cutbacks to prevent oxidation of the cleaned metal surface. Spray apply minimum of 1-1/2 mils and maximum of 2-1/2 mils of storage primer to exposed steel per the manufacturer's recommendations. Do not place storage primer on the edge of the steel plate.
 - e) Certify the solvent of the primer and storage primer by the manufacturer stating compliance with air pollution control rules and regulations and all requirements of agencies and other governmental bodies having jurisdiction. Include air pollution control rules and regulations regarding the application of the primer in the manufacturer's fabrication plan.

IX. Fittings Coated at the Plant

1. Provide coating to fittings which cannot be machine coated in accordance with AWWA C209 using materials as specified herein. Weld bead preparation, surface preparation, blast cleaning, primer and tape application shall be as specified for straight run pipe. Apply an inner layer tape of Polyken # 932-50 with a one-inch nominal, 3/4-inch minimum, tape overlap on all plant coated fittings. Apply an outer layer of cold-applied plastic tape as specified herein with a 55 percent overlap on all plant coated fittings. Provide a minimum thickness of 110 mils for the total tape coat system for plant coated fittings.

2. When more than 30 percent of the tape coating is removed from the circumference of the pipe for the installation of fittings, remove the tape coating system remaining on the pipe. Reprime and retape the fitting and pipe in accordance with these specifications.
3. Test all completed tape coated fittings in the presence of the ENGINEER with an electrical flaw detector prior to installation of cement mortar coating. Applied voltage shall be in the range of 11,000 to 15,000 volts. Repair any holidays found.
4. Follow the procedure described herein for tape coating repair for fittings and field joints. Repair cement mortar coating defects in accordance with these specifications.
5. Apply cement mortar coating in accordance with Section 209-2.2.1 modified within these SSPs, over the tape coated fittings immediately after completion of tape coating, testing, and inspections.

X. **Coating of Field Joints**

1. Field cold-applied plastic tape coating shall be in accordance with AWWA C209, as modified herein.
2. Prior to welding any field joints, wrap an 18 inch strip of heat resistant material over the entire coated pipe sections on each side of the joint to be welded to avoid damage to the plant applied coating by the hot weld spatter. Do not use the coated portion of the pipe for grounding.
3. Immediately prior to exterior welding of the pipe for double welded lap joints, remove storage primer and wire brush area to be welded per the manufacturer's recommendations.
4. No tape coating will be permitted until the welding has been completed and the pipe section has cooled sufficiently so as not to damage the integrity of the tape coating system.
5. Do not permit trapped air under the tape in the joint.
6. After joint welding, remove flash rusting by mechanical means such as a wire brush. Wire brush the weld, storage primed steel and all exposed steel. Remove all burrs and weld slags to achieve a smooth surface.
7. Clean the pipe surface free of mud, mill lacquer, wax, tar, grease, or any foreign matter. Remove visible oil or grease using an approved solvent that will not leave any residue on the pipe surface. The pipe surface shall be free of any moisture and all foreign matter prior to the application of primer.
8. Prior to the application of the field applied tape coating, test the plant applied tape coating in the presence of the ENGINEER with an electrical

flaw detector. Repair all holidays and physical damage to the plant applied tape coating prior to application of the field applied tape coating.

9. Pack irregularities in joint with elastomeric joint filler.
10. Apply primer by brush or roller (four mil wet, one mil dry).
11. After primer has dried, apply tape to the joint and extend a minimum of three inches onto the mill coat. End splices shall be a minimum of six inches and shall be staggered. The tape coating shall overlap at least three inches on the adjacent tape wrap. Maintain 55 percent overlap on all field joint tape to produce a minimum thickness of 100 mils.
12. Apply tape with sufficient tension to conform with the surface irregularities. The finished wrap shall produce a smooth, wrinkle-free surface.
13. Test the final applied tape coating in the presence of the ENGINEER with an electrical flaw detector. Repair all holidays and physical damage to the final applied tape coating prior to application of the mortar coating.
14. Apply mortar coating in accordance with Section 209-2.2.1 modified within these SSPs over the tape coated joint immediately upon completion of tape wrapping, testing, and inspections.

XI. Inspection of Tape Coating

1. Perform all coating work in the presence of the ENGINEER. Any coatings applied in the absence of the ENGINEER may be rejected.
 - a) Provide the ENGINEER with reasonable facilities and space, at the CONTRACTOR'S expense, for the inspection, testing, and obtaining of any information required to determine the characteristics of the material to be used. Furnish to the ENGINEER pipe coating flaw detectors for plant and field use as needed, to aid in the inspection of the tape coating.
 - b) Provide free access to the ENGINEER to plants of the manufacturer furnishing the materials and to the worksite.
2. Holiday detection for tape coating:
 - a) Prior to the application of the mechanical outer layer tapes, electrically test the inner layer tape for any flaws in the coating with a suitable holiday detector as approved by the ENGINEER. Test the total tape coating system a second time immediately prior to installing cement mortar coating. The detector for both tests shall impress a voltage conforming to NACE Standard

RP-02. The voltage to be used to electrically test the tape shall be included in the manufacturer's fabrication plan.

- b) Clearly mark all holidays electrically or otherwise detected, due to flaws, or mishaps, upon discovery, and immediately repair. Discontinue wrapping of the first mechanical outer layer tape of any pipe section until the detected holiday has been repaired. Perform repairs using methods specified herein. After the repair, retest the affected areas with the holiday detector prior to the application of the outer layer wrap. This process will be done until the coating has successfully passed the test.

XII. **Tape Coating Repairs**

1. Furnish and install plant and field cold-applied plastic repair tapes in accordance with AWWA C209 using plant and field tape materials as specified herein. Provide the cold-applied plastic repair tapes from the same manufacturer as the plant applied plastic tape manufacturer. Repair tapes and primer shall be completely compatible with the tape system used for straight run pipe.
2. Repair any damage in the form of holidays, flaws or mishaps found in the total coating system by removing the outer layer tapes and inner layer tape from the damaged area of the pipe. Thoroughly clean the damaged area using methods and materials approved by the ENGINEER. The methods and materials to be used in repairing the damaged areas will depend on the type and cause of damage. After cleaning, apply a suitable primer, followed by a patch of repair tape over the affected area. Overlap the patch repair tape over the undamaged coating a minimum of four inches in all directions. Retest the repaired area with a holiday detector. Wrap an outer layer tape over the repaired area. The outer layer tape shall be the same material as the "Second Mechanical Outer Layer Tape" as specified herein. Overlap by a minimum six inches past the repair tape area. At the discretion of the ENGINEER, depending on the extent of the repair area, wrap the outer layer tape around the entire circumference of the pipe.
3. If the outer layer tapes are damaged and holidays or other flaws are not detected in the inner layer tape at the same area, the repair of the inner layer tape may not be necessary; however, if the damage is determined by the ENGINEER, to be severe enough to jeopardize the integrity of the inner layer tape, the ENGINEER will direct the CONTRACTOR to repair the inner layer tape. If such action is taken, remove the outer layer tapes up to the boundaries of the damaged area, taking care not to damage the inner layer tape any further. Before replacing the outer layer tapes, apply a holiday detector to the inner layer tape to determine that no damage has been made to this primary tape coating during the outer layer removal process. Perform

the repair of the outer layer tapes in accordance with the requirements as described above. Overlap the repair tape over the undamaged coating a minimum of four inches in all directions.

4. When the repair area tests showing no holiday, apply a notation to the area indicating the test is satisfactory. Apply cement mortar coating over the cold-applied plastic tape coating.

XIII. Protecting Coated Pipe.

1. Protect all coated surfaces from damage prior to and during the pipe installation in accordance with these specifications. At the fabrication plant, handle the coated pipe sections only after application of the cement mortar coating using belt slings or padded forklifts.
2. In transporting the coated pipe, rest the pipe in saddles not less than 36 inches wide shaped to the outside diameter of the coated pipe. The saddles shall be in contact with the bottom of the pipe along an arc of at least 60 degrees. Completely line saddles with not less than 5/8 inch thick rubber belting. This belting shall overlap the edges of the saddles not less than three inches. No nails nor any other fasteners that may damage the coated pipe will be permitted in installing the rubber belting on saddles. Any damaged pipe and coatings will be rejected. Rejected pipe may be repaired and retested when in the judgment of the ENGINEER an acceptable repair can be achieved, at no additional cost to the OWNER.
3. Apply a storage wrap to the exposed tape ends to protect against ultraviolet exposure. Remove the storage wrap prior to completing the field joint. Any tape coated pipe, including exposed tape ends at the cement mortar hold-backs, subjected to ultraviolet exposure longer than 90 calendar days prior to installing cement mortar coating shall be physically inspected by the ENGINEER prior to installation of plant or field applied cement mortar coating. Ultraviolet degradation will not be accepted; except that if in the opinion of the ENGINEER, the degree of degradation will not affect the integrity of the coating.

209-2.2.2 Submittals. To the "GREENBOOK", ADD the following:

1. You shall submit calculations that are signed and sealed by a Civil Engineer licensed in the state of California, and in accordance with AWWA M-11 – Manual of Water Supply Practices confirming that:
 - a) The pipe is suitable for the installed buried external load conditions.
 - b) All piping, elbows, bends, tees, crosses, wyes, and special fittings are suitable for the design and test pressures and have the appropriate reinforcement.

2. You shall submit the following with regards to the tape coating system:
 - a) Certification of test results of physical and performance characteristics of each batch of primer and each tape material specified herein.
 - b) Tape application procedure approved by tape manufacturer.
 - c) Tape application method approved by tape manufacturer to minimize voids at weld seams.
 - d) The names and qualifications of the workers and supervisors to be employed on the coating operation a minimum of 14 Calendar Days prior to the start of taping operations. Supervisors of tape coating operations with recent experience in the application of tape and coating systems for steel pipe shall be assigned.

209-2.2.3 Factory Testing. To the "GREENBOOK", ADD the following:

The manufacturer shall allow a representative of the City inspect the pipe prior to being shipped to the site. All piping shall have a City of San Diego stamp prior to delivery to the site.

SECTION 212 - WATER AND SEWER SYSTEM VALVES AND APPURTENANCES

212-2.7.1 General. To the "GREENBOOK", paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

All gaskets shall be 1/8 inch minimum EPDM, and bolts, nuts, and washers shall be ASTM A193 grade B7 for exposed locations and Type 316 stainless steel for buried locations.

SECTION 402 - UTILITIES

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

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

SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

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

TECHNICALS

For Technical Specifications, please refer to the following link:

https://drive.google.com/drive/folders/1kwRI5e8gDZhR4a2pUXkGJOaK510bVPWF?usp=share_link

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Lakeside Valve Station Replacement

WBS No.: B-17082.02.06

Project Location-Specific: 12450 Woodside Avenue, Lakeside, CA 92040

Project Location-City/County: Lakeside/San Diego

Description of nature and purpose of the Project: The project includes the replacement of an existing water valve station on an approximately 0.68-acre lot at 12450 Woodside Avenue with a new valve station. Removal of the existing valve station would consist of the demolition of five existing one-story accessory structures (garage, out building, caretakers house, pumping plant, and valve station) and existing asphalt concrete paving, concrete pad, and sidewalk, removal of existing landscaping and approximately five street trees, and removal of existing water pipe, valves and appurtenances. The new valve station would consist of a new 5,400 square-foot, 34-foot tall, one story structure, which would house an electrical room, mechanical room, and valves. The project would also include installation of underground water utilities, valves, and other water-related appurtenances, asphalt and concrete paving, sidewalks, landscaping and street trees, and a new valve station garage. In addition, the project will construct a backup generator which includes a permanent diesel fueled generator on site for up to a 36-hour duration of emergency power generation.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Gretchen Eichar, 525 B Street, Suite 750, San Diego, CA 92101, (619) 533-4110

Exempt Status: (CHECK ONE)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: Sec. 15301(b) and (d) [Existing Facilities], 15302 [Replacement or Reconstruction], 15303 [New Construction or Conversion of Small Structures]
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301(b) and (d) [Existing Facilities], which allows for the operation, repair, maintenance, or minor alteration of existing public facilities and mechanical equipment, involving negligible or no expansion of existing or former use, including replacement of water pipes, valves and other water-related appurtenances); 15302 [Replacement or Reconstruction], which allows for the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity, including the replacement of the valve station building and water utilities; 15303 [New Construction or Conversion of Small Structures], which allows for construction and

location of limited numbers of new small facilities, or structures, including installation of new water utilities, valves, and other water-related appurtenances, asphalt and concrete paving, and sidewalks; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Gretchen Eichar

Telephone: (619) 533-4110

If filed by applicant:

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

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

Carrie Purcell

Carrie Purcell, Assistant Deputy Director

7/21/21

Date

Check One:

Signed By Lead Agency

Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

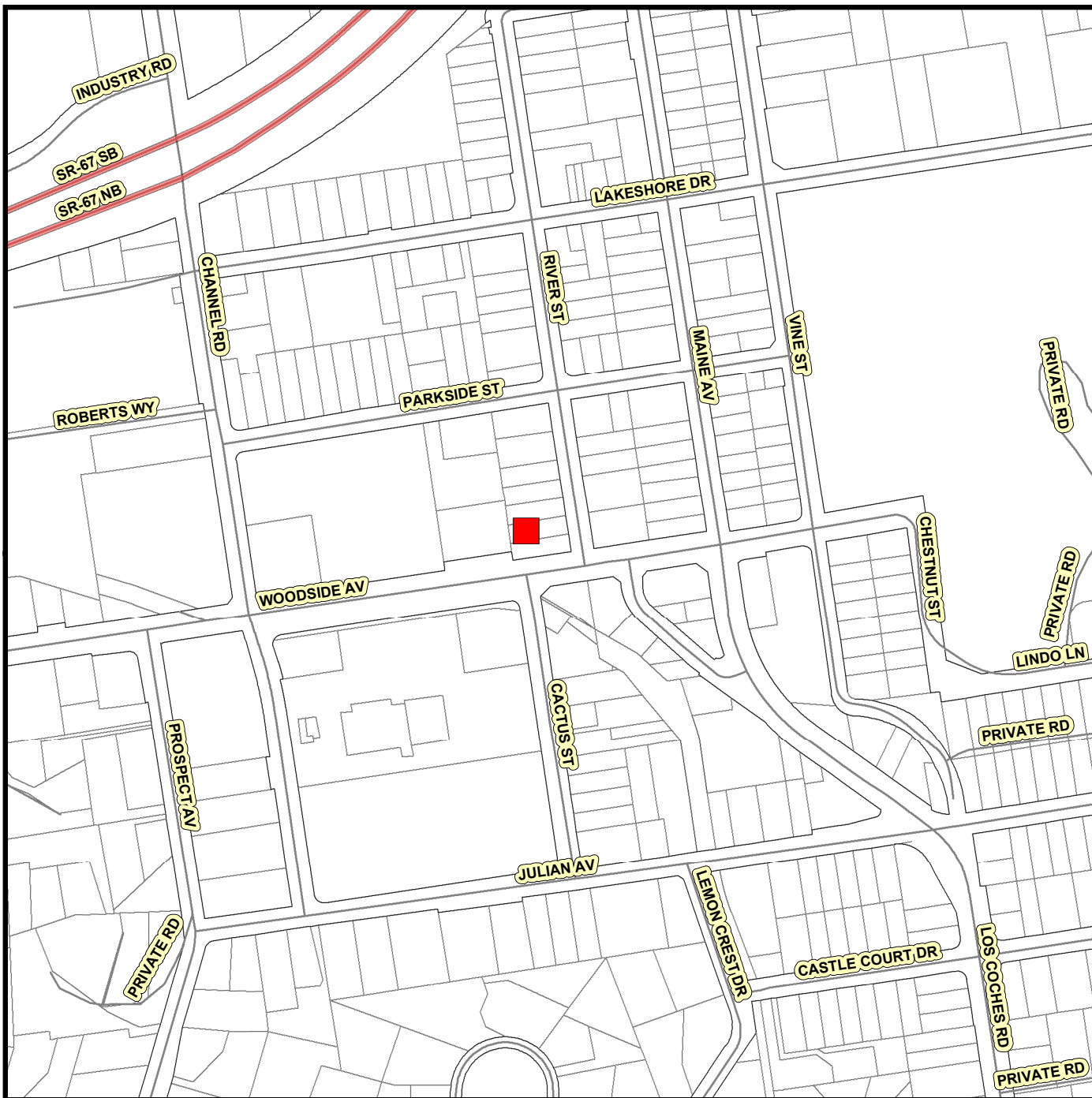
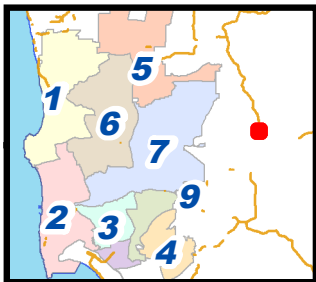
Lakeside Valve Station Replacement

SENIOR ENGINEER
Parita Ammerlahn
619-533-6651


PROJECT MANAGER
Ramesis Bustamante
619-533-3789

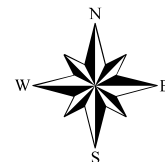
PROJECT ENGINEER
Art Arvizu
619-533-4114

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



Legend

 Lakeside Valve Station



APPENDIX F
HAZARDOUS WASTE LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UN/NA NO. WITH PREFIX _____

PHYSICAL STATE | HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

¹ This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -						
B	INCIDENT DATE	MO	DAY	YR	TIME OES NOTIFIED	(use 24 hr time)	OES CONTROL NO.	
C	INCIDENT ADDRESS LOCATION			CITY / COMMUNITY	COUNTY	ZIP		
D	CHEMICAL OR TRADE NAME (print or type)					CAS Number		
D	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>					CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>		
D	PHYSICAL STATE CONTAINED		PHYSICAL STATE RELEASED			QUANTITY RELEASED		
	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS	<input type="checkbox"/> SOLID	<input type="checkbox"/> LIQUID	<input type="checkbox"/> GAS		
D	ENVIRONMENTAL CONTAMINATION			TIME OF RELEASE	DURATION OF RELEASE			
	<input type="checkbox"/> AIR	<input type="checkbox"/> WATER	<input type="checkbox"/> GROUND	<input type="checkbox"/> OTHER			— DAYS — HOURS — MINUTES	
E	ACTIONS TAKEN							
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)							
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____							
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____							
	<input type="checkbox"/> NOTKNOWN (explain) _____							
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS							
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)							
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.							
	REPORTING FACILITY REPRESENTATIVE (print or type) _____							
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____							DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

**State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655**

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX G
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• "No Parking" signs will be displayed 72 hours in advance of the work.
• Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX H

SAMPLE CERTIFICATION LETTER FOR AIS IMPLEMENTATION

SAMPLE CERTIFICATION LETTER

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. XXXX
2. XXXX
3. XXXX

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and J.R. Filanc Construction, Co., Inc., herein called "Contractor" for construction of **Lakeside Valve Station Replacement**; Bid No. **K-23-2168-DBB-3-C**; in the total amount Forty Three Million Nine Hundred Eighty One Dollars and Zero Cents (\$43,981,000.00), which is comprised of the Base Bid, consisting of an amount not to exceed \$15,000,000 for Phase I and \$28,981,000 for Phase II.

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, the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement.
 - (e) That certain documents entitled **Lakeside Valve Station Replacement**, on file in the office of the City Clerk as Document No. **B-17082**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. 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 **Lakeside Valve Station Replacement**, Bid Number **K-23-2168-DBB-3-C**, San Diego, California.
4. 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.(See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

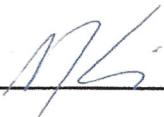
CONTRACT AGREEMENT (continued)

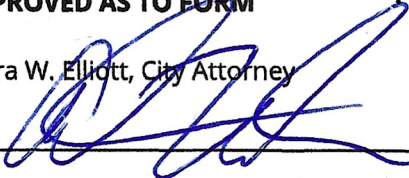
- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract 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.

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 - 315137 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

Print Name: Alia Khouri
Deputy Chief Operating Officer

Print Name: ADAM WAUDER
Deputy City Attorney

Date: 10/20/2023

Date: 11/1/2023

CONTRACTOR J.R. Filanc Construction Company, Inc.

By 

Print Name: Omar Rodea

Title: President

Date: July 28, 2023

City of San Diego License No.: B1994000641

State Contractor's License No.: 134877

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001631

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:

Lakeside Valve Station Replacement

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2168-DBB-3-C**; SAP No. (WBS) **B-17082**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

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 PROJECT

- 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**
- G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM**
- H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That J.R. Filanc Construction Company, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

K-23-2168-DBB-3-C - Lakeside Valve Station Replacement


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 5th day of April, 20 23

J.R. Filanc Construction Company, Inc. (SEAL)
(Principal)

Travelers Casualty and Surety Company of America (SEAL)
(Surety)

By: 
(Signature)

By: 
(Signature)

Omar Fodea, President
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

Lawrence F. McMahon, Attorney-in-Fact

ACKNOWLEDGMENT

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

State of California
County of San Diego)

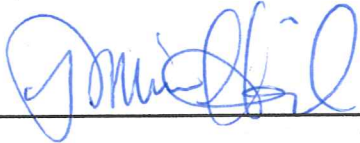
On April 5, 2023 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



(Seal)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

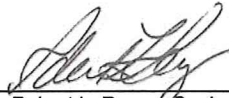
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LAWRENCE F MCMAHON** of **SAN DIEGO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **April**, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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
N/A					

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President



Name

Date April 6, 2023

Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
J.R. Filanc Construction Company, Inc.		N/A	
Street Address	City	State	Zip
740 N. Andreasen Drive, Escondido		CA	92029
Contact Person, Title	Phone	Fax	
Omar Rodea	760-941-7130	760-941-3969	

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
Please see Attachment A	
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.

Omar Rodea

April 6, 2023

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.

Attachment A

Name(s) of Member of Firm or Office of Corporation authorized to enter into a binding Contract	City and State of Residence	Employer (if different than Bidder/Proposer)	Interest in Transaction
Mark E. Filanc, CEO	Del Mar, CA	n/a	91.0749%
Omar Rodea, President	Carlsbad, CA	n/a	0.4224%
Christine Moore, CFO	Carlsbad, CA	n/a	0.0%
Vincent L. Diaz, Vice President	Fallbrook, CA	n/a	1.6915%
Norbert J. Schulz, Vice President	Del Mar, CA	n/a	0.5280%
Robert W. Zaiser, Vice President	Cardiff, CA	n/a	1.7600%
David J. Kiess, Vice President	Carlsbad, CA	n/a	1.9872%

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

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

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

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

NAME	TITLE
Please see Attachment A	

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.

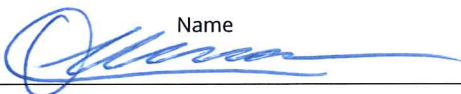
If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

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: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President


 Name _____ Date April 6, 2023
 Signature

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

Attachment A

Name(s) of Member of Firm or Office of Corporation authorized to enter into a binding Contract	City and State of Residence	Employer (if different than Bidder/Proposer)	Interest in Transaction
Mark E. Filanc, CEO	Del Mar, CA	n/a	91.0749%
Omar Rodea, President	Carlsbad, CA	n/a	0.4224%
Christine Moore, CFO	Carlsbad, CA	n/a	0.0%
Vincent L. Diaz, Vice President	Fallbrook, CA	n/a	1.6915%
Norbert J. Schulz, Vice President	Del Mar, CA	n/a	0.5280%
Robert W. Zaiser, Vice President	Cardiff, CA	n/a	1.7600%
David J. Kiess, Vice President	Carlsbad, CA	n/a	1.9872%

**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
Please see attached	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

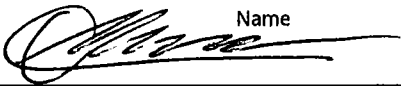
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President


Name

Date April 6, 2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

Names of the Principal individual owner(s)

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
COMMERCIAL GATE CO.	AUTOMATION
ELDON BAUM	OWNER

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

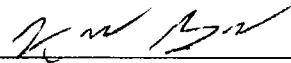
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: TEAM WEST CONTRACTING CORPORATION

Certified By KYLE GIRARD Title ESTIMATOR

Name

 Date 4/14/23

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Anna M. Dezember	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

J.R. FILANC CONSTRUCTION COMPANY, INC.

Contractor Name: Golden Empire Concrete Products Inc dba StructureCast

Certified By Anna M. Dezember Title President

Name

Anna Dezember

Date 04/14/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
American Equipment Holdings LLC	N/A

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
	J.R. FILANC CONSTRUCTION COMPANY, INC.

Contractor Name: American Equipment Systems LLC, A Division of American Equipment Holdings LLC

Certified By Kelly Burton Title Contract Administrator

Name

Kelly A. Burton

Signature

Date 4/14/23

USE ADDITIONAL FORMS AS NECESSARY*

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Cecilia Kathleen Ostlund	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Cecilia's Safety Service, Inc. **J.R. FILANC CONSTRUCTION COMPANY, INC.**

Certified By Cecilia Kathleen Ostlund Title President

Name

Cecilia Kathleen Ostlund

Date 04/14/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ken Negrete	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

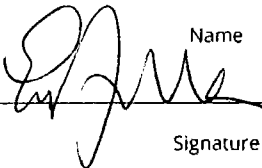
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Integrity Rebar Placers J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Emily Webster Title Controller


 Name _____
 Signature _____
 Date 4/14/2023

*USE ADDITIONAL FORMS AS NECESSARY**

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Ashley Collins	President
Brian McMahon	Secretary

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

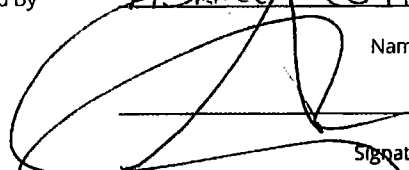
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

J.R. FILANC CONSTRUCTION COMPANY, INC.

Contractor Name: Superior Shoring & Drilling DBA McMahon Engineering Construction

Certified By: Ashley Collins Title: President

Signature:  Date: 4/13/23

USE ADDITIONAL FORMS AS NECESSARY*

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
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Please Indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

JACOUBLINE PARADA	OWNER/PRESIDENT
DAVE M. PARADA	OWNER/SECRETARY

SUBCONTRACTOR SUPPLIER MANUFACTURER

SUBCONTRACTOR SUPPLIER MANUFACTURER

SUBCONTRACTOR SUPPLIER MANUFACTURER

Contractor Name: PARADA PAINTING INC. **J.R. FILANC CONSTRUCTION COMPANY, INC.**

Certified By LISA GREENELSH Title VICE PRESIDENT

Name
Lisa Greenelsh
Signature

Date 4/13/23

USE ADDITIONAL FORMS AS NECESSARY*

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Chris Livingston - Big Sky Electric	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

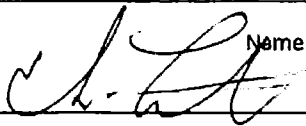
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Big Sky Electric J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Chris Livingston Title Vice President


 Name _____ Date 4/12/2023
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Tarrus Richardson	CEO & Owner
Troy Rankin	President & Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Farwest Corrosion Control Company **J.R. FILANC CONSTRUCTION COMPANY, INC.**

Certified By R. Scott Smith Title Director Project Development

Name
R. Scott Smith
 Signature

Date 3-27-2023

USE ADDITIONAL FORMS AS NECESSARY*

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Dennis Ayres	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

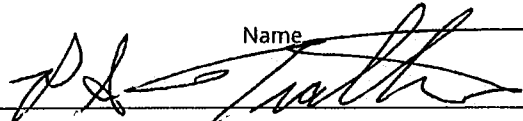
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Best Interiors, Inc J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Philip S Trattner Title VP of Operations


 Name _____
 Date 4/14/2023
 Signature _____

*USE ADDITIONAL FORMS AS NECESSARY**

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Scott Nelson	Estimator

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

J.R. FILANC CONSTRUCTION COMPANY, INC.

Contractor Name: Seal Right Paving Inc.

Certified By Scott Nelson Title Estimator

[Signature] Name _____ Date 4/14/23

Signature

*USE ADDITIONAL FORMS AS NECESSARY**

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
John E. Modjeski	President/CEO
Douglas A. Kanaan	CFO, Secretary, Vice President, Treasurer
Stephen M. Thompson, P.E.	Vice President, Preconstruction
Patrick Paulson	Senior Vice President, Construction

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Roger A. Gedminas, P.E.	Vice President, Engineering

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

J.R. FILANC CONSTRUCTION COMPANY, INC.

Contractor Name: University Mechanical & Engineering Contractors, Inc.

Certified By John Modjeski Title President / CEO

John E. Modjeski Date 4/10/2023

Digitally signed by John E. Modjeski
 DN: O=US, E=jmodjeski@umec.com,
 O=University Mechanical &
 Engineering Contractors, Inc.,
 CN=John E. Modjeski
 Date: 2023.04.10 13:45:48-07'00'

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
PERRY CHAPMAN	PRESIDENT

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

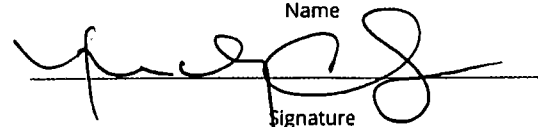
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Allied Steel Co. inc J.R. FILANG CONSTRUCTION COMPANY, INC.

Certified By Nicky Chapman Title CFO

Name

 Signature

Date 4/12/23

*USE ADDITIONAL FORMS AS NECESSARY**

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
PHILIP WATERMAN	PRESIDENT
SOUTHERN CONTRACTING COMPANY	

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

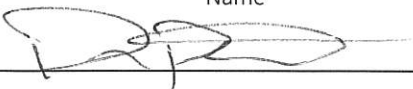
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: SOUTHERN CONTRACTING CO

Certified By PHILIP WATERMAN Title PRESIDENT

Name



Date 4/14/2023

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
 (See reverse for public burden disclosure)

0348-0046

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

DISCLOSURE OF LOBBYING ACTIVITIES Approved by

CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page _____ of _____

Empty reporting area for disclosure of lobbying activities.

Empty box for additional information or signature.

Authorized for Local Reproduction
Standard Form - LLL-A

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Farwest Corrosion Control Company		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known)	Point of Contact Scott Smith	
Address 12029 Regentview Ave., Downey, CA 90241			
Telephone No. (310) 532-9524		Email Address estimating@farwestcorrosion.com	
Prime Contractor Name		Issuing/Funding Entity City of San Diego / DWSRF	

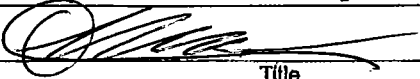
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Cathodic Protection/Corrosion Control as per spec 26 42 00 - System Testing & Commissioning Materials Tax on Materials (7.75%) Freight Estimate	\$36,320.00 \$70,494.06 \$5,463.29 \$750.00
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: Supplier Clearing House & NMSDE		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

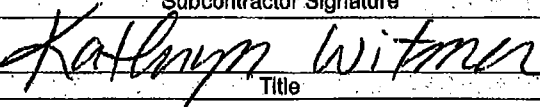
¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

FORM 4500-3 (DBE Subcontractor Performance Form)

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	
Title	Date

Subcontractor Signature	Print Name
	Kathryn Witmer
Title	Date
Estimating Coordinator	4-5-2023

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

THIS CERTIFIES THAT

Farwest Corrosion Control Company



* Nationally certified by the: **EASTERN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 335999; 238210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/08/2023

Issued Date

PT235103

Certificate Number

02/29/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Brian K. Oglesby".

Brian K. Oglesby, Interim President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

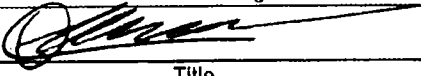
Subcontractor Name Seal Right Paving Inc		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No.	Assistance Agreement ID No. (if known) Unknown	Point of Contact	
Address 9053 Olive Dr. Spring Valley, CA 91977			
Telephone No. 619-465-7411		Email Address scott@sealrightpavinginc.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

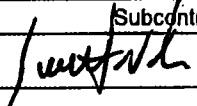
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Install 6" Thick AC on 6,250 SF.	
DBE Certified By: <u>DOT</u> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <u>Unknown</u>

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
	Scott Nelson
Title	Date
Estimator	4/14/23

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

CLOSE WINDOW 

[Print](#)

Business & Contact Information

BUSINESS NAME **SEALRIGHT PAVING INC**

OWNER **FRANK T. VASQUEZ**

ADDRESS **9053 OLIVE DRIVE**
SPRING VALLEY, CA 91977 [\[map\]](#)

PHONE **619-465-7411**

FAX **619-465-7490**

EMAIL **monique@sealrightpavinginc.com**

WEBSITE **<http://www.sealrightpavinginc.com>**

ETHNICITY **Hispanic American**

GENDER **Male**

COUNTY **San Diego (CA)**

Certification Information

CERTIFYING AGENCY **California Department of Transportation**

CERTIFICATION TYPE **DBE - Disadvantaged Business Enterprise**

CERTIFIED BUSINESS DESCRIPTION

Commodity Codes

Code	Description
CA WCC C2201	FINISHING ROADWAY
CA WCC C2602	AGGREGATE BASE (AB)
CA WCC C3701	SEAL COAT
CA WCC C3901	ASPHALT CONCRETE
CA WCC C3910	PAVING ASPHALT (ASPHALT CONCRETE)
CA WCC C3930	PAVEMENT REINFORCING FABRIC
CA WCC C3940	PLACE ASPHALT CONCRETE DIKE & MISC
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238990	All Other Specialty Trade Contractors

Additional Information

WORK DISTRICTS/REGIONS **Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura**

CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER **42984**



**Disadvantaged Business Enterprise (DBE) Program
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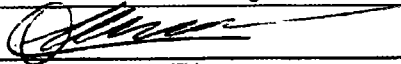
Subcontractor Name Integrity Rebar Placers		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Ken Negrete	
Address 1345 Nandina Ave. Perris, CA 92571			
Telephone No. (951) 696-6843		Email Address info@integrityrebarplacers.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

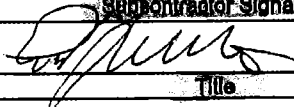
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Furnish and Install Reinforcing Steel	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: <input type="checkbox"/> MBE		Meets/exceeds EPA certification standards? YES NO Unknown

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I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
	Emily Webster
Title	Date
Controller	April 14, 2023

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FORM 4500-3 (DBE Subcontractor Performance Form)

THIS CERTIFIES THAT

Integrity Rebar Placers



* Nationally certified by the: **SOUTHERN CALIFORNIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 238120

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

09/16/2022

Issued Date

SC07357

Certificate Number

10/01/2023

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire".

**Ying McGuire
NMSDC CEO and President**

A handwritten signature in black ink, appearing to read "Virginia Gomez".

Virginia Gomez, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

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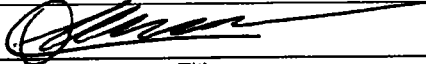
Subcontractor Name Cecilia's Safety Service, Inc.		Project Name Lakeside Valve Station Replacement; K-23-2168-DBB-3-C	
Bid / Proposal No.	Assistance Agreement ID No. (if known) Unknown	Point of Contact	
Address 1211 Distribution Way, Vista CA 92081			
Telephone No. (858)793-4465		Email Address cecilia@ceciliassafetyservice.com	
Prime Contractor Name J.R. Filanc Construction Company, Inc.		Issuing/Funding Entity CASRF/EPA/DWSRF	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Traffic Control (Labor and Rental)	
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

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Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	March 23, 2023

Subcontractor Signature	Print Name
<i>Cecilia Kathleen Ostlund</i>	Cecilia Kathleen Ostlund
Title	Date
President	04/14/2023

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FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

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Business & Contact Information

BUSINESS NAME	Cecilia's Safety Service, Inc.
OWNER	Ms. Cecilia Kathleen Ostlund
ADDRESS	1211 Distribution Way Vista, CA 92081 [map]
PHONE	858-793-4465
EMAIL	cecilia@ceciliassafetyservice.com
WEBSITE	http://www.ceciliassafetyservice.com
ETHNICITY	Caucasian
GENDER	Female
COUNTY	San Diego (CA)

Certification Information

CERTIFYING AGENCY	California Department of Transportation
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	All Other Specialty Trade Contractors

Commodity Codes

Code	Description
CA WCC C1201	TRAFFIC CONTROL SYSTEM
CA WCC C1211	TRAFFIC FLAGGER
CA WCC C1212	PILOT CAR SERVICES
NAICS 238990	All Other Specialty Trade Contractors
NAICS 488490	Other Support Activities for Road Transportation
NAICS 561990	All Other Support Services

Additional Information

WORK DISTRICTS/REGIONS	Fresno, Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	25584



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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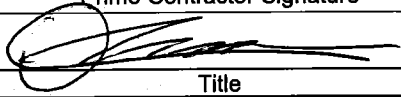
Subcontractor Name Golden Empire Concrete Products Inc dba StructureCast		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Anna Dezember	
Address 8261 McCutchen Road, Bakersfield, CA 93311			
Telephone No. 661.833.4490		Email Address anna@structurecast.com	
Prime Contractor Name		Issuing/Funding Entity CASRF/EPA/DWSRF	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Five (5) Precast Concrete Vaults manufactured and delivered: - LVS-V-002 11' X 17' X 12.83' Precast Vault - LVS-V-003 11' X 8' X 15' Precast Vault - LVS-V-004 11' X 8' X 15.42' Precast Vault - SV1 - 11' X 13' X 9.9' Precast Vault - SV2 - 11' X 10' X 11.02' Precast Vault	\$315,300
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input checked="" type="checkbox"/> Other: <u>WBENC - WBE & WOSB</u>		Meets/exceeds EPA certification standards? <input checked="" type="checkbox"/> YES NO Unknown

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Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	4/14/23

Subcontractor Signature	Print Name
Anna Dezember	Anna M. Dezember
Title	Date
President	04/14/2023

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FORM 4500-3 (DBE Subcontractor Performance Form)

Certified Profile

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Business & Contact Information

BUSINESS NAME **Golden Empire Concrete Products, Inc., DBA StructureCast**

OWNER **Anna Dezember**

ADDRESS **8261 McCutchen Road
Bakersfield, CA 93311 [\[map\]](#)**

PHONE **661-833-4490**

FAX **661-280-5626**

EMAIL **anna@structurecast.com**

WEBSITE **<http://www.structurecast.com>**

ETHNICITY **White**

GENDER **Female**

Certification Information

CERTIFYING AGENCY **Supplier Clearinghouse**

CERTIFICATION TYPE **WBE - Women Business Enterprise**

EXPIRATION DATE **11/30/2023**

CERTIFIED BUSINESS DESCRIPTION **Custom architectural & structural precast concrete manufacturer. Pre-stressed and post-tensioned precast concrete products: architectural and structural precast wall panel systems, pre-engineered precast buildings, precast concrete sound and security walls, retaining wall structures, culverts, bridge girders, storm water and waste water vaults, pavement slabs and custom design build precast products.**

Commodity Codes

Code	Description
SIC 1799	All Other Special Trade Contractors
NAICS 238120	Structural Steel and Precast Concrete Contractors
NAICS 327390	Architectural wall panels, precast concrete, manufacturing
SIC 1771	Concrete Work
SIC 3272	Concrete Products, Except Block and Brick
SIC 3272	Other Concrete Products

Additional Information

VON NUMBER **19000813**



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

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Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Cecilia's Safety Service	1211 Distribution Way, Vista, CA 92081 858-793-4465 cecilia@ceciliasafetyservice.com	\$105,000	Yes
Integrity Rebar	1345 Nandina Ave, Perris, CA 92571 951-696-6843 info@integrityrebarplacers.com	\$566,326	Yes
Seal Right Paving	9053 Olive Dr., Spring Valley, CA 91977 619-465-7411 scott@sealrightpavinginc.com	\$40,000	Yes

--Continue on back if needed--

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Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Vic Ross Masonry	3451 Pickwick St, San Diego, CA 92102	\$722,000	Yes
Structure Cast	8261 Mc Cutchen Rd, Bakersfield, CA 93311 661-833-4490 anna@structurecast.com	\$339,000	Yes
Farwest Corrosion	12029 Regentview Ave, Downey, CA 90241	\$112,000	Yes

--Continue on back if needed--

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Prime Contractor Name J.R. Filanc Construction Company, Inc.		Project Name Lakeside Valve Station Replacement	
Bid / Proposal No. K-23-2168-DBB-3-C	Assistance Agreement ID No. (if known) Unknown	Point of Contact Bob Zaiser	
Address 740 N. Andreasen Drive, Escondido, CA 92029			
Telephone No. 760-941-7130		Email Address bids@filanc.com	
Issuing/Funding Entity Unknown			

I have identified potential DBE certified subcontractors. YES NO
 If yes, please complete the table below. If no, please explain:

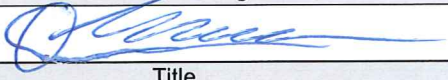
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

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Prime Contractor Signature	Print Name
	Omar Rodea
Title	Date
President	April 6, 2023

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FORM 4500-4 (DBE Subcontractor Utilization Form)

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM A



FOR

LAKESIDE VALVE STATION REPLACEMENT

BID NO.: K-23-2168-DBB-3-C
SAP NO. (WBS/IO/CC): B-17082
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: N/A
PROJECT TYPE: KA

BID DUE DATE:

2:00 PM
APRIL 14, 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 Registered Engineers:

E. I. Matthews
1) Registered Engineer

3/14/2023
Date

Seal:



Parita P. Ammerlahn
2) For City Engineer

3/14/2023
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

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

B. BIDDER'S QUESTIONS

Q1. Planetbids states there will be no pre-bid, however the contract drawings state there will be a Mandatory Prebid. Can you please help confirm if there is a pre bid and job walk?

A1. There is no mandatory Pre-Bid Meeting and no mandatory Pre-Bid Site-Walk.

Q2. I have quickly reviewed the bid documents and did not find a reference to a pre bid job walk. Did I miss it? Please let me know where I can find the information on it or let me know if a walk is planned in the future

A2. There is no Mandatory Pre-Bid Meeting and no Mandatory Pre-Bid Site-Walk.

Q3. Is there a site identified and/or provided by the city to be used for a project yard to include material storage, district and construction trailers etc...? There does appear to be a vacant lot just West of the site. Is this City Owned property that can be used for construction?

A3. Two laydown areas were evaluated by the City of San Diego at no cost to the Contractor. See revisions to Section 3-9 per this Addendum and review "Addendum to Summary of Results from Biological Field Assessment for Lakeside Valve Station Replacement dated February 7, 2023". Final selection and obtaining any permits, leases, or other items needed to use storage/staging areas shall ultimately be the Contractor's responsibility and shall be at the Contractor's cost per 2021 Whitebook 3-12.4.3, "Storage and Staging Areas". Use of any other laydown locations may require Contractor to evaluate Drinking Water SRF criterion established in the provided document at no additional cost to the City.

- Q4. A) There doesn't appear to be any details on the Security Cabinet. Please provide specifications/parts list for the Security Cabinet shown on page E-203.
- B) Throughout the electrical drawings, there is reference to sheet TY-4. Sheet TY-4 is not included in the drawing package, please provide.
- C) Page 10 of the Technical Specifications, under work covered by contract documents, item 16 states: Security fencing/rolling gates and all other security improvements (Security plans & specifications provided as separate documents, included as part of the work). Please provide the Security plans & specifications.
- D) Please confirm if the security camera's shown on sheet E-207 & E-208 need to be included in the bid.
- A4. Refer to Attachment A – Scope of Work, item 1.1.2., page 24, Security-related Plans and Technical Specifications will be provided after award of the Contract.
- Q5. Referencing Notice Inviting Bids, section 8.6. Please confirm the total percentage requirement for MBEs. Please confirm the total percentage requirements for WBEs. The table presented could be interpreted in different ways.
- A5. The fair share objective goal for the project is 2% MBE and 1% WBE.
- Q6. The City's guidelines for the Good Faith Effort is outdated. Please confirm the requirement of the contractor is to follow the attached guidelines of the California Water Board CASRF and DWSRF dated 12/2016.
- A6. Bidders are required to follow requirements outlined in Attachment D Funding Agency Provisions. Review Section 11, Federal Disadvantage Business Enterprises (DBE) Regulations and Section 12, DBE Potential Resource Centers. See pages 101 through 106 of the Solicitation Document.
- Q7. Per spec section 40 27 02 – 2.04 – C Ball Valves – (11) Valve Seats shall be located in the valve body –
- Val-Matic Ball Valves have the seats mechanically retained on the

Ball. We are requesting this to be reworded to state shall be located in the body or the ball so that we can fully comply with the written specifications.

- A7. The specification has been revised to allow seats on the valve ball. See Section E, Supplementary Special Provisions, Item 3, included in this Addendum.
- Q8. DWG M-003, Valve LVS-V-009 (66" butterfly) has been listed as a "Type 1" butterfly. This seem odd as it is the only butterfly on the valve schedule to be a type 1. Is this a typo? Please confirm valve type for valve LVS-V-009.
- A8. Confirmed, LVS-V-009 shall be Type 1 butterfly valve.
- Q9. Coupling model # spec'd does not meet specified material requirements. Project spec section 40 27 01, 2.03 requires that the dismantling joint /ECF be made of steel, however the Romac model number specified (ECF400) is ductile body up to, and including 12". Additionally, do you intend the use of this as a general "dismantling joint", even for buried applications? Please confirm materials allowed for "dismantling joint"/ECF (all sizes).
- A9. The Technical Specification has been revised to accomodate for different materials depending on size. Section E, Supplementary Special Provisions, Item 2, included in this Addendum .
- Q10. A number of the valves call for a 250/300lb bolting pattern while others are subject only to a pressure requirement. For example, the gate valves are required to meet 125 and 250psi. This can be achieved for most gate valves using a stand 125/150 bolting patterns. Additionally, things like the flex-tends offer a wide psi range using the standard pattern. With the exception of those mating to an item with a 250/300 pattern, are we allowed to use 125/150 patterns where the spec does not call out for 250/300? Please confirm bolting patterns.
- A10. We take no exception to the use of standard bolt patterns where no bolt pattern is specified provided that the pressure rating requirments are met. The Contractor shall coordinate the size and bolt pattern of all valves and connecting piping or equipment to ensure pressure requirements are met.

- Q11. Referencing Specification 40 27 02-2.04. A.1, the Butterfly Valve Specification does not indicate or equal, does this mean the contractor is required to use one of the three indicated manufactures? If an or equal exists and meets the specification is the contractor required to submit the or equal prior to bid?
- A11. Review Section 4-6 of the 2021 Whitebook, Greenbook, and Attachment E – Supplementary Special Provisions for substitution submittal requirements. The awarded contractor may submit for substitution in compliance with those requirements.
- Q12. Referencing Specification 40 27 02.01. It is our understanding that this project is subject to AIS. The plunger valves and triple offset valves do not meet the AIS requirements. Has the City applied for a waiver? In addition, the specification for the plunger valves requires them to be on site with-in 52 weeks from approved submittal. Does this schedule include the time allotment for receiving the waver for AIS?
- A12. The City will be applying for the waiver. Please see changes to Attachment A, Scope of Work, Contract Time, page 9 of this Addendum.
- Q13. Please clarify if this project is subject to BABA?
- A13. This project is not subject to Build America Buy America requirements. Review Attachment D, Section 1.28, pages 49 through 49 of Solicitation Document.
- Q14. Referencing Specification 40 27 02-2.04. A.2, Triple Offset Valve Specification does not indicate or equal, does this mean the contractor is required to use one of the four indicated manufactures? If an or equal exists and meets the specification is the contractor required to submit the or equal prior to bid?
- A14. Review Section 4-6 of the 2021 Whitebook, Greenbook, and Attachment E – Supplementary Special Provisions for substitution submittal requirements. The awarded contractor may submit for substitution in compliance with those requirements.
- Q15. Referencing drawing M-003, Valve No. LSV-V-009. The Valve Schedule calls for a Type 1 Standard AWWA C504 Butterfly Valve. Please confirm this is correct.
- A15. Confirmed, LVS-V-009 shall be Type 1 Butterfly Valve.

- Q16. Referencing Specification 41 22 13.13-2.05. A, the Overhead Crane Specification does not indicate or equal, does this mean the contractor is required to use one of the four indicated manufactures? If an or equal exists and meets the specification is the contractor required to submit the or equal prior to bid?
- A16. Review Section 4-6 of the 2021 Whitebook, Greenbook, and Attachment E – Supplementary Special Provisions for substitution submittal requirements. The awarded contractor may submit for substitution in compliance with those requirements.
- Q17. Referencing Specification 26 32 13.13, the Diesel-Engine-Driven Generator Sets Specification does not indicate or equal, does this mean the contractor is required to use one of the three indicated manufactures? If an or equal exists and meets the specification is the contractor required to submit the or equal prior to bid?
- A17. Review Section 4-6 of the 2021 Whitebook, Greenbook, and Attachment E – Supplementary Special Provisions for substitution submittal requirements. The awarded contractor may submit for substitution in compliance with those requirements.
- Q18. Regarding the Bid Form 'Mandatory Disclosure of Business Interests Form', it reads "Provide the name, identity, and precise nature of interest of all persons who are directly or indirectly involved in this proposed transaction." Can the City please confirm that persons with no financial interest in the transaction may be excluded from this form?
- A18. Even if the individual has no financial interest, they must be listed if they are directly or indirectly involved with this proposed transaction. Please refer to the Mandatory Disclosure of Business Interests Form for instruction and definitions, page 216 of the Solicitation Document.
- Q19. Detail 4 / S-006 shows a Stud / Machine Bolt config for Grating attachment. In our past projects, this config has been difficult to shop fab to ensure the studs will be centered between the Grating Bars. They often need to be cut off in the field for re-fab / re-welding or shipped loose for field fab / welding. Is it acceptable to use Self-drilling screws? If not, Struct-Fast (www.structfast.com) offers alternative types of grating clips that eliminate the need for field welding. If either of these

alternative config is acceptable, it will save the cost for field fab / welding of studs in between bearing bars.

- A19. Metal grating and supports are a deferred submittal item. Contractor shall submit proposed design as part of the submittal process for review.
- Q20. Referencing Specification 31 12 00, Monitoring Well Decommissioning. Please provide the depth and diameter of the existing well to be decommissioned.
- A20. Refer to Section 3-9 TECHNICAL STUDIES AND SUBSURFACE DATA. A hyperlink to the Geotech Report titled "Geotechnical Study for Lakeside Valve Station Replacement, 12450 Woodside Avenue Lakeside, California dated October 21, 2019, last revised by Kleinfelder January 4, 2023" was provided which will provide depth and diameter information.
- Q21. Referencing Section 12 DBE Potential Resources Center Subsection Table 12.8, the links provided to the U.S Small Business Administration do not work please provide a useable link.
- A21. See Section F, Item 2, for updated link for "Dynamic and Small Business Search" provided in this Addendum.
- Q22. Referencing Section 14 Forms. Subsection 14.1.2.1, 2 and 3, referenced forms AA61 to AA63. Can the forms be recreated in Excel for submission?
- A22. All forms must be completed in its entirety and filled out on City forms, which can be found in the solicitation. If bidder recreates any form(s), all columns must be included as indicated in Form AA61, AA62, and AA63. No alterations will be accepted.

C. CLARIFICATIONS

- 1. The Technical Specifications for this project are provided within the solicitation document as a direct hyperlink. Refer to the Table of Contents.
- 2. For GFE Guidelines, See **EPA Good Faith Effort Guidelines** provided as supplement to Bidders in the Documents Tab of Planetbids.

D. ATTACHMENTS

1. To Attachment A, SCOPE OF WORK, Section 3, **CONTRACT TIME**, page 24, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **670 Working Days**.
2. To Attachment D, FUNDING AGENCY PROVISIONS, Section 12, DBE Potential Resource Centers, Subsection 12.8, **Telephone and Website Column, "Dynamic and Small Business Search"**, page 105, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Dynamic and Small Business Search:

<https://catalog.data.gov/dataset/dynamic-small-business-search-dsbs-4f0da>

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 3 - CONTROL OF WORK, Subsection 3-9, **TECHNICAL STUDIES AND SUBSURFACE DATA**, page 127, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - 3-9 **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:
 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Study for Lakeside Valve Station Replacement, 12450 Woodside Avenue Lakeside, California dated October 21, 2019, last revised by Kleinfelder January 4, 2023.
 - b) Asbestos Abatement Report dated May 19, 2017.
 - c) Lead Containing Materials Report dated May 19, 2017.
 - d) Summary of Results from Biological Field Assessment for Lakeside Valve Station Replacement dated January 13, 2022.

- e) Addendum to Summary of Results from Biological Field Assessment for Lakeside Valve Station Replacement dated March 6, 2023.
- f) Historic Property Identification Report in Support of the Lakeside Valve Station Replacement B17082 (37100020-081c) Project dated May 6, 2022.
- g) Addendum to the Historic Property Identification Report in Support of the Lakeside Valve Station Replacement B17082 (37100020-081c) Project dated February 7, 2023.

6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1kwRI5e8gDZhr4a2pUXkGJOaK510bVPWF?usp=share_link

- 2. To TECHNICALS, Division 40, SECTION 40 27 01 Process Piping Specialties, Part 2 - Products, Subsection 2.03 **Restrained Flanged Dismantling Joints**, letters C, D, and H, page 1100, **DELETE** in their entirety and **SUBSTITUTE** with the following:
 - C. Spool: ASTM A53 SCH 40 pipe for 3-12" sizes and ASTM A36 steel for 14" & larger sizes.
 - D. End Rings and Bodies: For 3- 12" Sizes, ASTM A536 ductile iron meeting or exceeding Grade 65-45-12. For 14" and larger sizes, ASTM A36 steel.
 - H. Harness Lugs: ASTM A36 steel or ASTM A536 Ductile Iron. Coated with Fusion Bonded Epoxy.
- 3. To TECHNICALS, Division 40, SECTION 40 27 02 Process Valves and Operators, Part 2 - Products, Subsection 2.04 Valves, C Ball Valves, number 1, letter c Design, item (11), **Valve Seats**, sub-letter (a), page 1129, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - (a) General: Shall be located in the valve body or ball and designed to close off the flow of water in 2 directions. Provide in accordance with AWWA C507.

F. CERTIFICATIONS AND FORMS

1. To Contractor Certification, **COVID-19 VACCINATION ORDINANCE** (form), page 204, **DELETE** in its entirety.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 15, 2023*
San Diego, California

RA/MJN/rs/na

GOOD FAITH EFFORT GUIDELINES

This document is for reference and is to assist in the good faith effort (GFE) process for Environmental Protection Agency (EPA) funded projects utilizing funds from the Drinking Water State Revolving Fund. This is not intended to be all-inclusive and bidder is to ensure documents submitted in response to a bid incorporate items identified in the bid solicitation. Questions regarding GFE should be directed to the contract specialist identified in the Notice Inviting Bids.

EPA Good Faith Effort Guide:

1. Disadvantage Business Enterprise (DBE) Forms: AA61, AA62, AA63
 - a. GFE documentation and DBE forms shall be submitted within 4 working days of bid due date. Failure to submit shall cause the bidder to be deemed **non-responsive**.
 - b. All forms must be completed in its entirety and filled out on City forms, which can be found in the solicitation. If bidder recreates any form(s) all columns must be included as indicated in Form AA61, AA62, and AA63; no alterations will be accepted.
 - c. A list of all sub-bidders, including sub-bidders not selected and non-DBE firms, shall be submitted on Form AA62.
2. Using the Services of the SBA Office
 - a. Bidder shall use SUB-Net to post subcontracting opportunities at least 15 working days prior to bid due date. Bidder **must** provide documentation verifying the date solicitation was posted. Failure to provide a date verifying the solicitation was posted at least 15 working days prior to bid due date shall cause the bidder to be deemed **non-responsive**.
 - b. Bidder **must** list all NAICS codes indicated on Form AA61 in SUB-Net posting.
3. Using the Services of the Local MBDA Office
 - a. Bidder **must** provide documentation that the local Minority Business Development Agency (MBDA) offices or web sites were notified of the contracting bid opportunity at least 30 calendar days prior to bid due date.
 - b. If utilized, bidder shall post subcontractor opportunities at least 30 calendar days prior to bid due date. Failure to provide a copy of the solicitation and date verifying the solicitation was posted at least 30 calendar days prior to bid due date shall cause the bidder to be deemed **non-responsive**.
 - c. Bidder **must** list all NAICS codes indicated on Form AA61 in MBDA posting.
4. Broad Base DBE solicitation.
 - a. Bidder shall provide documentation verifying solicitation to DBE firms at least 10 working days prior to bid due date. Information shall be documented using Form AA63.
 - b. The bidder shall send invitations to at least 10 (or all, if less than 10) DBE firms for each item of work made available on Form AA61.

Good Faith Effort Guidelines

- c. 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 email or fax transmittal sheet. A regular letter or an unanswered telephone call is not an adequate "good faith" effort.
- d. Copies of email or fax transmittal solicitations sent to potential DBE firms and responses received are to be included with the GFE documentation.
- e. Bidder shall use Form AA61 to identify the work that was made available for the project. City staff will use this document to verify the pool of available firms against the information provided by the bidder to help attract DBE participation. This is a reminder that 10 is the minimum number of invitations a bidder shall send, however, the level of effort by a bidder will be considered in this section. It is the bidder's responsibility to display their level of intent to attract & use DBEs on this project.

5. SBA Maintains a Database of firms

- a. Bidder shall use the SBA's Dynamic Business database to search for potential subcontractors. Bidder **must** provide copies of all search results from the SBA website clearly identifying NAICS code and list of certified firms with GFE documentation. Bidder shall utilize certified DBEs from certifying agency provided in Attachment D, Section B. DBE Potential Resource Centers of the bid and not a list from a third-party database.
- b. Bidder must provide individual search records for each NAICS code listed on Form AA61. Submitting one (1) search record listing all NAICS codes will not be accepted.

6. CALTRANS Maintains a Database of DBE firms.

- a. Bidder **must** provide copies of all search results from the Caltrans website identifying NAICS code and list of certified firms with GFE documentation. Bidder shall utilize certified DBEs from certifying agency provided in Attachment D, Section B. DBE Potential Resource Centers of the bid and not a list from a third-party database.
- b. Bidder must provide individual search records for each NAICS code listed on Form AA61. Submitting one (1) search record listing all NAICS codes will not be accepted.

7. CPUC Maintains a Database of DBE Firms.

- a. Bidder **must** provide copies of all search results from the CPUC website clearly identifying NAICS code and list of certified firms with GFE documentation. Bidder shall utilize certified DBEs from certifying agency provided in Attachment D, Section B. DBE Potential Resource Centers of the bid and not a list from a third-party database.
- b. Bidder must provide individual search records for each NAICS code listed on Form AA61. Submitting one (1) search record listing all NAICS codes will not be accepted.

INCORRECT

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
Concrete	238110	Y	Y	\$92,500	
Electrical	238210	N	Y	\$56,800	1.9%
Demolition		Y	Y	\$70,000	2.3%
Landscaping	541320	N	Y	\$94,200	3.1%
	237310	N		\$87,000	2.9%
	Incomplete form				

CORRECT

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
Concrete	238110	Y	Y	\$92,500	3.1%
Electrical	238210	N	Y	\$56,800	1.9%
Demolition	238910	Y	Y	\$70,000	2.3%
Landscaping	541320	N	Y	\$94,200	3.1%
Asphalt Paving	237310	Y	Y	\$87,000	2.9%

INCORRECT

SUMMARY OF BIDS RECEIVED

Type of Job	NAICS CODES	Company Name	Selected (Y/N)	Bid Amount	DBE	Non-DBE	Explanation for not Selecting
Concrete	238110	Sub A	<input type="checkbox"/>	\$90,300	X		Higher than other contractor bid
Concrete	238110	Sub B	Y	\$86,000	X		
Concrete	238110	Sub C	N	\$88,500	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electrical	238210	Sub D	Y	\$53,200	X		
Electrical	238210	Sub E	N	\$55,600		X	<input type="checkbox"/>
Landscaping	541320	Sub F	Y	\$89,700	X		
Asphalt Paving	<input type="checkbox"/>	Sub G	Y	\$84,000	X		
<input type="checkbox"/>	237310	Sub H	<input type="checkbox"/>	\$86,100		X	Higher than other contractor bid

Incomplete form

USE ADDITIONAL FORMS AS NECESSARY

CORRECT

SUMMARY OF BIDS RECEIVED

Type of Job	NAICS CODES	Company Name	Selected (Y/N)	Bid Amount	DBE	Non-DBE	Explanation for not Selecting
Concrete	238110	Sub A	N	\$90,300	X		Higher than other contractor bid
Concrete	238110	Sub B	Y	\$86,000	X		
Concrete	238110	Sub C	N	\$88,500	X		Higher than other contractor bid
Electrical	238210	Sub D	Y	\$53,200	X		
Eelectrical	238210	Sub E	N	\$55,600		X	Higher than other contractor bid
Landscaping	541320	Sub F	Y	\$89,700	X		
Asphalt Paving	237310	Sub G	Y	\$84,000	X		
Asphalt Paving	237310	Sub H	N	\$86,100		X	Higher than other contractor bid

USE ADDITIONAL FORMS AS NECESSARY

INCORRECT

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

***Bid Opening: 5/21/2020**

GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)
Sub A	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub B	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub C	Sub Address	SBA Subnet	5/5/2020		Demo Work - 238910	Yes
Sub D	Sub Address	SBA Subnet	5/5/2020	Fax/Phone	Landscaping Work - 541320	Yes
Sub E	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Asphalt Paving - 237310	Yes
Sub F	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub G	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub H	Sub Address		5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub I	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub J	Sub Address	Caltrans	5/5/2020	Fax/Phone	Electrical Work- 238210	Yes
Sub K	Sub Address	Caltrans	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub L	Sub Address	Caltrans	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub M		Caltrans	5/11/2020	Email/Phone	Demo Work - 238910	Yes
Sub N	Sub Address	Caltrans	5/11/2020	Fax/Phone	Demo Work - 238910	Yes

Incomplete Form

USE ADDITIONAL FORMS AS NECESSARY

Less than 15 calendar days

CORRECT

DISADVANTAGE BUSINESS ENTERPRISE (DBE)

***Bid Opening: 5/21/2020**

GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)
Sub A	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub B	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub C	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Demo Work - 238910	Yes
Sub D	Sub Address	SBA Subnet	5/5/2020	Fax/Phone	Landscaping Work - 541320	Yes
Sub E	Sub Address	SBA Subnet	5/5/2020	Email/Phone	Asphalt Paving - 237310	Yes
Sub F	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub G	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub H	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub I	Sub Address	Caltrans	5/5/2020	Email/Phone	Concrete Work - 238110	Yes
Sub J	Sub Address	Caltrans	5/5/2020	Fax/Phone	Electrical Work- 238210	Yes
Sub K	Sub Address	Caltrans	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub L	Sub Address	Caltrans	5/5/2020	Email/Phone	Electrical Work- 238210	Yes
Sub M	Sub Address	Caltrans	5/5/2020	Email/Phone	Demo Work - 238910	Yes
Sub N	Sub Address	Caltrans	5/5/2020	Fax/Phone	Demo Work - 238910	Yes

USE ADDITIONAL FORMS AS NECESSARY

INCORRECT

Skip Navigation Accessibility Options
Exit Help
SBA SubNet Advanced Search SB Opportunities Post-Modify Disclaimers Resources

Welcome [REDACTED]

The purpose of Subnet is to post/identify subcontracting opportunities (solicitations/NSS/events). Marketing material posted will be removed by SBA and will result in account closure.

Business Information All Solicitations/NSS Solicitations/NSS Details

Business Name: [REDACTED]

Type of Business Being Solicited
Women-Owned Small Business, Disadvantaged Business Enterprise (DBE), Small Business with Top Secret Security Clearance/Sensitive Compartmented Information (TS/SCI), Small Business with Top Secret Security Clearance (TS), Small Business with Secret Security Clearance (SC), Small Business (SB), SBA Certified HUBZone Small Business (HUBZone SB), SBA Certified 8a Program Participant, Small Disadvantaged Business (SDB), Women-Owned Small Business under the SBA Women-Owned Small Business Program, Economically Disadvantaged Women Owned Small Business, Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), Alaskan Native Corporations (ANC) and Indian Tribe, Tribally Owned, Native Hawaiian Org (NHO) Owned, Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program, Women-Owned Small Business Joint Venture, Economically Disadvantaged Women-Owned Small Business Joint Venture

NAICS Code
541330 Engineering Services

Additional NAICS Code
• 238220 ; 238210 ; 238910 ; 561730 ; 238110 ; 324121 ; 332323 ;

Brief Solicitation Description
This project includes construction of ADA improvements that include upgrades to the play area , picnic area, landscap

Files Attached:
There are no files attached to this Solicitation.

Solicitation POC
First Name: [REDACTED]
Last Name: [REDACTED]
Phone: [REDACTED]
Ext:
Fax:
Email: [REDACTED]

Place of Performance
CA: San Diego

Performance Start Date
04/01/2020

Solicitation Closing Date
02/04/2020 - 2:00 AM
Time Zone: PDT

Solicitation: [REDACTED]

Is this Solicitation inappropriate? (Click here if this posting contains inappropriate or potentially offensive content. If checked, the Solicitation will be reviewed and removed if necessary)

Bidder must provide copy of the display solicitation record identifying the date solicitation notice was posted.

CORRECT

File Edit View History Bookmarks Tools Help

SBA SubNet

https://eweb1.sba.gov/subnet/dsp_welcome.dfm?VerifyPassoff=7FE6E614247C81CE88C761F71FDEDEA024C815FAEE782CE72E04914720128D53&IMUserSessSeqNmb=70483395

Skip Navigation Accessibility Options

SubNet [Advanced Search](#) [SB Opportunities](#) [Post-Modify](#) [Disclaimers](#) [Resources](#)

Welcome [redacted]

Edit Solicitation

This Solicitation has been posted successfully. Click List of Sol/NSS below to choose another function.

Note: Fields with asterisk are required fields.
This field can be edited.

*Business Name: [redacted]

*Solicitation : SOL-K-20-1853-DOB-3-A

Division/Department: [redacted]

***What Type of Business are you looking for? (Check all that apply.)**
To add, edit and delete Business types please email Subnet@SBA.gov

- Women-Owned Small Business
- Disadvantaged Business Enterprise (DBE)
- Small Business with Top Secret Security Clearance/Sensitive Compartmented Information (TS/SCI)
- Small Business with Top Secret Security Clearance (TS)
- Small Business with Secret Security Clearance (SC)
- Small Business (SB)
- SBA Certified HUBZone Small Business (HUBZone SB)
- SBA Certified 8a Program Participant
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business under the SBA Women-Owned Small Business Program
- Economically Disadvantaged Women Owned Small Business
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Alaskan Native Corporations (ANC) and Indian Tribe
- Tribally Owned
- Native Hawaiian Org (NHO) Owned
- Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program

*Solicitation POC

*First Name: [redacted]

*Last Name: [redacted]

*Preferred Means of Communication:

Phone Email Both

Phone: 619 [redacted]

Ext: 151

Fax: 619 [redacted]

Email: [redacted]

*Place of Performance:

Arkansas
American Samoa
Arizona
*State: California

Riverside
Sacramento
Salinas
Metro Area: San Diego

Note: If you select more than one state, you can not select a Metropolitan Area. However, if you select one state you can add a Metropolitan Area and duplicate the solicitation to add more states with the Metropolitan Area.

This is the estimated date when the work will begin
Performance Start Date--> Mandatory for Solicitation/ Non-Mandatory for NSS

*Performance Start Date:

January 2020

Su	Mo	Tu	We	Th	Fr	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

Today

Set up your calendars to see where you need to be

Get started

Hide agenda setup

Type here to search

Address [redacted]

10:15 AM 1/13/2020

Solicitation Details**Business name**

[REDACTED]

DUNS

[REDACTED]

Type Of Business Being Solicited

Women-Owned Small Business,SBA Certified HUBZone Small Business (HUBZone SB),Small Disadvantaged Business (SDB),Women-Owned Small Business under the SBA Women-Owned Small Business Program,Service-Disabled Veteran-Owned Small Business (SDVOSB)

NAICS Code

238990 All Other Specialty Trade Contractors

Additional NAICS Code

238990 ;524126 ;

Brief Solicitation Description

Construction of Clay Ave Mini Park: playground equipment and resilient surfacing, op

Solicitation POC

First Name: [REDACTED]

Last Name: [REDACTED]

Phone: [REDACTED]

Ext:

Fax: [REDACTED]

Email: [REDACTED]

Place Of Performance

CA:San Diego

Performance Start Date

05/12/2020

Solicitation Closing Date

03/12/2020 - 2:00 AM

Solicitation

SOL-K-20-1854-DBB-3-A

CORRECT

From: [REDACTED]
To: dan.sieu@pasadenamdbdcenter.com
Cc: [REDACTED]
Subject: MBDA Good Faith Effort (Gamma Street Mini Park)
Date: Monday, January 13, 2020 9:47:00 AM
Attachments: [image001.png](#)

Good Afternoon,

Our company is in the process of doing a good faith effort for the Gamma Street Mini Park project in San Diego. There are minority participation goals for this project. Part of the good faith effort process includes reaching out to the closest MDBA office to the project which appears to be the Pasadena office. We are inquiring if you have any resources of how we can either locate a list of minority businesses or if there is a website where we can post a solicitation. Any assistance is appreciated.

Thank you,

[REDACTED]



[REDACTED]

619 [REDACTED] Cell
619 [REDACTED] Phone
619 [REDACTED] Fax

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM B



FOR

LAKESIDE VALVE STATION REPLACEMENT

BID NO.: K-23-2168-DBB-3-C
SAP NO. (WBS/IO/CC): B-17082
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: N/A
PROJECT TYPE: KA

BID DUE DATE:

2:00 PM
APRIL 14, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

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

B. ADDENDUM

1. To Addendum A, Section D, **ATTACHMENTS**, Item 2, page 9, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 2. To Attachment D, FUNDING AGENCY PROVISIONS, Section 12, DBE Potential Resource Centers, Subsection 12.8, **Telephone and Website Column, "Dynamic and Small Business Search"**, page 105, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Dynamic and Small Business Search: https://dsbs.sba.gov/search/dsp_dsbs.cfm

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *March 21, 2023*
San Diego, California

RA/MJN/rs

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM C



FOR

LAKESIDE VALVE STATION REPLACEMENT

BID NO.: K-23-2168-DBB-3-C
SAP NO. (WBS/IO/CC): B-17082
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COUNCIL DISTRICT: N/A
PROJECT TYPE: KA

BID DUE DATE:

2:00 PM
APRIL 14, 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 Registered Engineers:

E. I. [Signature]
1) Registered Engineer

4/3/2023
Date

Seal:



[Signature]
2) For City Engineer

4/3/2023
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Sheet C-101 shows 20 protection posts throughout the Civil Site Plan that refer to SDRSD WM-4. The plans do not specify whether these protection posts are fixed or demountable. Could you clarify whether they are fixed or demountable?
- A1. Only bollards to be demountable are south of the generator pad, see updated Sheet C-101.
- Q2. Detail 1 / S011 shows Horizontal Railings are Galv Steel Railing. On Dwg A-101, we saw horizontal Railings are per Note 14 / A-101. Spec shows Aluminum Railings Only. Could you clarify whether the Horizontal Railings are per Note 14 / A-101 are Aluminum Railings?
- A2. Railing per Note 14/ A-101 shall be aluminum. Call out on Sheet S-011 updated.
- Q3. Referencing Specification 01 45 33, please confirm that all inspection and special inspection costs will be furnished and paid for by the City.
- A3. Confirmed. However, please refer to Technical Specifications 01 45 33, Section 1.05, STATEMENT OF SPECIAL INSPECTIONS REQUIREMENTS, sub-letters F and G, regarding Contractor's responsibility for additional costs.
- Q4. Referencing Specification 26 32 13.13, the Diesel-Engine-Driven Generator Sets Specification does not clearly indicate a Particulate Material Filter is required. This Generator Set will be within 100 meters of a Day-Care facility to the East. Please clarify if the Generator Set will require the referenced filter.
- A4. See revisions to Technical Specification 26 32 13.13 per this Addendum C.

- Q5. Per page C-501 of the street restoration details, it calls out for a type 2 slurry seal for approx. 12,000 SF of area. The plans nor the specs call out for any specific depth. Is a specific depth required for the slurry seal restoration?
- A5. Minimum thickness for Type II and Type III slurry seal is the maximum aggregate size, per 2021 Greenbook 200-1.7.
- Q6. Detail 5 on sheet C-502 shows the expansion joints required on the project, but neither the plans or the specs call out for specific location of these expansion joints. Are the expansion joint sealers only required where 2 concretes meet or for all concrete areas? Can there be a detail that describe a more specified location?
- A6. Refer to Keynotes 23 and 24 on Sheet C-105.
- Q7. Section 31 23 13-3.05 requires In-Place Density Tests. Please confirm these test are conducted and paid for by the Owner.
- A7. Confirmed.
- Q8. Section 31 23 16-1.01B requires Rock Excavation. Please confirm Rock Excavation is considered extra work and will be paid under a change order.
- A8. No rock excavation is anticipated and should be considered extra work.
- Q9. Please confirm that all structures are required to have an over-excavation and backfill of 2'.
- A9. All structures are required to have a minimum 2-feet of over excavation and backfill, with exception of retaining wall that is supported on deep foundations. Sections 5.1.3 and 5.3 of the 'Geotechnical Study for Lakeside Valve Station' addresses using either compacted fill or crushed rock wrapped in filter fabric depending on site conditions. Additionally, refer to Notes 3 and 4 on S-303.
- Q10. Section 31 23 13-1.05E requires a Subgrade Stabilization Plan. The plans currently show the over-excavation, crushed rock and geotextile requirements. Please confirm that any requirements beyond what is shown on the plans will be considered extra work and will be paid as a change order. For example, going down an additional 1' beyond the 2'

over-excavation and placing rock and fabric to stabilize the subgrade would be considered extra work.

- A10. The 2 feet depth is consistent with the recommendations in the geotechnical report and Plan notes. However, if the soil is still not stabilized, excavations beyond 2 feet, until the conditions are acceptable to the Construction Manager, will be considered extra work.
- Q11. M-303 shows precast vaults. Do these vaults require subgrade stabilization? For example, over-excavation, rock and fabric.
- A11. See updated notes on Sheet M-303 per this Addendum C.
- Q12. Supplementary Special Provisions Section 1-2 states that the normal work hours are 8:30 AM to 3:30 PM. These hours do not allow for an 8 hour work day for the field crews. Please advise.
- A12. The Normal Working Hours per Section 1-2 shall be from 7:00 AM to 5:00 PM. However, work required in the County Right of Way shall be specified in the Traffic Control Plans and ultimately approved by the Traffic Control Permit. See changes to Section 1-2 per this Addendum C.
- Q13. Please confirm window material, Dwg A-602, Sheet 41392-053D, Window Schedule frame material calls for all Aluminum frames, Specification Section 08 51 23 calls for Steel Windows.
- A13. Window shall be steel per specification 08 51 23. See updated Sheet A-602 per this Addendum C.
- Q14. Please confirm window operation, Window Schedule Dwg A-602, Sheet 41392-053D calls for Sliding but Dwg A-204, Sheet 41392-047D, Note 17 calls for Fixed.
- A14. Window type B and C shall be sliding per Window Schedule. See updated Sheet A-204 per this Addendum C.
- Q15. The traffic control plans provided in the documents show stages 1 thru 7. Please confirm that each stage can remain in place 24 hours a day, 7 days a week for a duration specified by the contractor (days or months).
- A15. The hatched area shown on the Traffic Control Plans correspond with each stage of construction and shall remain in place only during work

hours as specified on the Traffic Control Plans or as otherwise coordinated with Construction Manager, County of San Diego, and surrounding properties/businesses.

Q16. Please confirm that the Traffic Control Plans provided in the documents are approved for us to use for the construction of the project.

A16. Please bid the project with the current Traffic Control Plans as provided.

Q17. Please confirm that the work area (hatched area) shown on the traffic control plans can remain open 24 hours a day, 7 days a week for a duration specified by the contractor. Please also confirm that no decking or protection of the open excavation is required.

A17. Temporary traffic control devices shown on the Traffic Control Plans correspond with each stage of construction and shall remain in place only during work hours as specified on the Traffic Control Plans or as otherwise coordinated with Construction Manager, County of San Diego, and surrounding properties/businesses. Any excavation not backfilled after working hours shall be protected using steel plates.

Q18. Specifications 41 22 13.13 also claim Hoist speed: 2-speed in the "Design Summary" but then state Hoist Control should be variable speed in "Controls". Please confirm if 2 speed or modulating.

A18. It shall be VFD Modulating. See revisions to Technical Specification 41 22 13.13 per this Addendum C.

Q19. Vendor is questioning for spec 41 22 13.13 if "2.03 Additional Features" is necessary. Due to low capacity, these features may not be required and removing them would significantly lower costs.

A19. Specification shall remain as is.

Q20. Inside the Valve Station, along the 48" pipe, M-102 shows 3 regions called out as "Removable steel cover plates". However on M-301, that same region is called out as H-20 traffic rated hatches. Please confirm which.

A20. See updated note 17 on M-301 per this Addendum C.

- Q21. On Drawings/Valve Schedule, the combination air valves are accompanied with a gate valve. However Specification 402702 states they are to be accompanied with a stainless steel ball valve. Please confirm.
- A21. Detail 1 on Sheet M-502 and specifications are correct. Specification covers everything above the gate valve. Gate valve and ball valve are both required.
- Q22. Per spec 085123, they state that steel windows are required. However, per window schedule on sheet A-602, windows are stated to be aluminum. Please confirm whether aluminum or steel windows are required.
- A22. Window shall be steel per specification 08 51 23. See updated Sheet A-602 per this Addendum C.
- Q23. In Addendum A two laydown locations are provided. Are these locations City of SD property and can they be used for the project free of charge for laydown and office trailers?
- A23. These laydown areas are City property but must adhere to the specific boundaries and disturbance restraints presented in the laydown evaluations within the Biological Field Assessment and Historic Property Identification Report. They can be used free of charge for laydown and office trailers should the Contractor elect to use these areas.
- Q24. Specification Section 26 32 13.00 Paragraph 2.02.E indicates the engine must be "Tier 4" meet EPA Standards and State and local emission requirements. The EPA and State allow EPA Tier 3 (this size genset) for stationary emergency standby applications. Periodic testing and non-emergency operation is limited but there is no limit to operation during a utility power outage. EPA Tier 4 is required for mobile applications, prime power, and most revenue producing applications such as peak-shaving or cogeneration. Tier 4 can be provided but it is not required by Federal or State regulations. Does the engine required to meet EPA Tier 3 or Tier 4? If Tier 4 is required can the engine be Tier 3 with third-party provided emissions equipment, typically referred to as Tier 4 Compliant, that reduces the exhaust pollutant levels to Tier 4 levels?

- A24. See revisions to Technical Specification 26 32 13.13 per this Addendum C.
- Q25. Referencing specification section 41 22 13.13 Overhead Cranes, the specification calls for 2-Speed hoisting in the chart but calls for VFD Hoisting further down in the specification. Can you advise which is correct? In order to get the (4) described smart features on the crane we would also have to go with VFD Hoisting.
- A25. It shall be VFD Modulating. See revisions to Technical Specification 41 22 13.13 per this Addendum C.
- Q26. Are AIS compliant requirements to be followed on this project?
- A26. Yes, AIS complaint requirements apply. However, waivers will be submitted for the following:
- a) All Type 2 Butterfly Valves. See "BFV (Type 2)" valve types as shown in M-003.
 - b) All Plunger Valves. See "PLUNGER" valve types as shown in M-003.
- Q27. Please confirm if ready mix supply and delivery will need to comply with AB-219 protocol.
- A27. AB-219 applies.
- Q28. There does not appear to be any information available to the prospective Bidders detailing the extent of the existing foundations or below grade structural elements, if any are present, as part of the existing structures to be demolished. Please provide further clarification to the prospective Bidders the extent of the existing foundations or below grade structural elements, if any are present, as part of the existing structures to be demolished including but not limited to: Lakeside Pumping Plant, Electrical Gear Substation, Caretakers House, Garage, Out-Building, and Vaults. If there are no record documents available for review, please provide the prospective Bidders with a "for bid" basis of assumption of the existing foundations or below grade structural elements to be demolished and included within the Bidders complete pricing proposal.

- A28. Record documents have now been provided through the direct hyperlink previously provided in Section 3-9, TECHNICAL STUDIES AND SUBSURFACE DATA. See revisions per this Addendum C.
- Q29. Within the provided plan set titled, "Lakeside Valve Station Replacement Traffic Control" there does not appear to be any design Stages addressing the traffic control measures or maintenance of traffic requirements associated with the open-cut crossing of Woodside Avenue for the installation of the 8" C900 PVC discharge piping from the Modulated Wetlands structure to the tie-in location with the Los Coches Creek Triple Box Culvert within Woodside Avenue as depicted on Civil Details 3, plan sheet C-504. Please provide the prescribed traffic control phasing, traffic control devices, and maintenance of traffic requirements that the Bidders will have to adhere to within their complete pricing proposal. (i.e. What is the minimum number of travel ways/lanes that the Bidder will be required to maintain during this crossing; Will there be any hour restrictions that will restrict the Bidders from reducing the number of travel ways/lanes of traffic)
- A29. Traffic Control Plans revised to include connection to Los Coches Creek. See revisions per this Addendum C.
- Q30. Plan sheet titled, "Street Restoration Details" C-501 depicts Woodside Avenue to receive Slurry Seal (Type II over Type III). There is no depiction or mention of pavement striping or pavement markings along Woodside Avenue, the intersection of Woodside Avenue and River Street, or Woodside Avenue and Cactus Street. There does not appear to be a technical specification provided for pavement striping or pavement markings. Please provide further clarification to the prospective Bidders if pavement striping or pavement markings along Woodside Avenue, the intersection of Woodside Avenue and River Street, or Woodside Avenue and Cactus Street are to be restored as part of this contract or if the City/County will complete, outside of this contract, after the street restoration improvements are completed. If the Bidders are to restore the pavement striping or pavement markings along Woodside Avenue, the intersection of Woodside Avenue and River Street, or Woodside Avenue and Cactus Street as part of this contract, please provide a technical specification that is be included in the Bidders complete pricing proposal.

- A30. See note 6 on updated Sheet C-501 per this Addendum C.
- Q31. Please provide further clarification to the prospective Bidders on the hours of operation for the existing business located along the east edge of River Street, adjacent to LVS-V-002 and LVS-V-003 in which the driveway off of River Street must be accessible.
- A31. Hours of operation for Children's Choice Academy are 6AM- 6PM. Drop off and pickup hours occur throughout the day from 6AM to 6PM. Ingress and egress for the Children's Choice Academy for staff/parents must be maintained for all stages of construction as shown in the Traffic Control Plans. Contractor to coordinate with the below contact:

Children's Choice Academy
12464 Woodside Ave, Lakeside
Shannon Spencer, Area Director: 619-404-4464

- Q32. Specification section 32 13 13 Concrete Paving And Asphalt, section 3.02 Preparation states, "Prepare base as specified in Section 32 11 23, Aggregate Base Courses." Specification section 32 11 23 Aggregate Base Courses, section 3.04 Construction Of Courses, subsection B. Untreated Aggregate Base Course states, "Completed Course Total Thickness: As shown." There is currently no untreated aggregate base course shown under any of the concrete pavement or flatwork in the plan sheets or on the details provided on the San Diego Regional Standards Committee website. The only depiction of aggregate base course is under the full-depth asphalt pavement section. Please provide further clarification to the prospective Bidders that the designed concrete pavement and flatwork will not be constructed on aggregate base course, but rather be constructed on a prepared subgrade.

- A32. Subgrade sections shall be as below:
- Concrete pavement/flatwork within the site – subgrade section per Detail 1, DWG C-501.
 - Concrete Foundation for generator containment, meter & transformer concrete pads - subgrade section per Detail 1, DWG C-501

- Driveways, curb and gutter - subgrade section per Detail 1, DWG C-501
- Sidewalk within the County right-of-way- 4" aggregate base

Q33. In addition to the AIS waiver on the plunger valves, will the City also be requesting a waiver on the triple offset valves? Has the City already started the process for obtaining the various waivers?

A33. Waivers will be submitted for the following:

- a) All Type 2 Butterfly Valves. See "BFV (Type 2)" valve types as shown in M-003.
- b) All Plunger Valves. See "PLUNGER" valve types as shown in M-003.

Q34. Reference drawing M507, detail 4:

- a) This detail is calling out a WF 12x50 316 stainless member for the valve stem guide. Please confirm this is the correct size and material for the stem guide.
- b) Please confirm the length requirement for this member.
- c) This detail is calling out an 8x8x1/2" SS angle bracket to be embedded into the concrete roof. Rather than embedding this into the roof deck can the contractor drill and epoxy the anchors after the deck is constructed?

A34. See responses below:

- a) Confirmed. Suppliers have indicated that this size member is available by special order in both size and material.
- b) Experience with this type of installation is that a length could be calculated off the plans and that doing so would be folly as the length is unlikely to be correct for any number of reasons during the course of construction. What is critical is that operators can remove the floor valve stem cover and operate a standard 2" T-nut operating nut. Length should be calculated of stem and supporting member with adequate tolerances to function as intended.

- c) Embeds are preferred. Drill in anchors offer a greater degree of accuracy if rebar isn't hit and for this principal reason, are not allowed. Contractor may submit a flat plate alternative and overhead weld a vertical member steel tab to connect the stem guide. Slotted holes are included in the detail to accommodate tolerances and facilitate the alignment of critical members.
- Q35. Referencing drawing M-303 section A, it appears the contractor is required to make the connection to the existing 42.5" SCRW pipe inside the new precast vault. We request this connection be made outside the precast vault, currently as you have it show the contractor would have to build the vault around the existing 42.5" pipe. Please revise your drawings accordingly.
- A35. Pipe transition needs to be done inside the vault. No change to drawings.
- Q36. Referencing drawing M-303 section D, it appears the contractor is required to make the connection to the existing 42.5" SCRW pipe inside the new precast vault. We request this connection be made outside the precast vault, currently as you have it show the contractor would have to build the vault around the existing 48" pipe.
- A36. Pipe transition needs to be done inside the vault. No change to drawings.
- Q37. Referencing drawing M-303 section E, it appears the contractor is required to make the connection to the existing 48" RCSC pipe inside the new precast vault. We request this connection be made outside the precast vault, currently as you have it show the contractor would have to build the vault around the existing 48" pipe.
- A37. Pipe transition needs to be done inside the vault. No change to drawings.
- Q38. Referencing drawing M-103, construction note 17 calls for a restrained sleeve coupling. The dimensions of the vault will not allow for a restrained application inside the vault. The rods restraints lengths will not fit as currently shown. Can the contractor replace these restrained sleeve couplings with a grooved style coupling?

- A38. Flexible grooved coupling may be acceptable. Contractor to submit product for Engineer's review during submittal process.
- Q39. Referencing drawing M502 detail 5, the concrete block does not indicate it requires rebar. Please confirm no reinforcement is required.
- A39. No rebar required.
- Q40. Referencing drawing C-105, train 1 and train 2 discharge out of the valve station go under the work room slab and generator foundation. Please confirm these pipes to do not require to be concrete encased under the concrete slabs/foundations. If they are, please provide the limits required.
- A40. See extent of concrete encasing on updated Sheets M-101, C-104, and C-105. Updated details added to Sheet M-507.
- Q41. Reference drawing C-104, construction note 7 calls for a Victaulic W257 dynamic movement joint. The dimensions shown look to be oversized, please confirm that should the dimensions shown be smaller the contractor will be paid for the additional steel pipe required.
- A41. Contractor is responsible for confirming dimensions prior to ordering pipes and dynamic movement joints. Costs for such materials shall be included in the bid. Dynamic movement shall be sized for a settlement of 4 inches. See revisions to Technical Specification 40 27 01 per this Addendum C.
- Q42. Referencing drawings M-303 sections A, D, E and M-504 details 3 and 5. Please confirm the contractor is to follow section details on M-303. Detail 5 on M-504 shows the manway having a cast in cradle with lightweight concrete fill. Is the intent that the contractor reference detail 5 only for the manway access outlet dimensions as similarly shown in detail 3?
- A42. Details A, D, and E on M-303 does not reference Detail 5 on M-504. Only Detail 3 on M-504 is referenced.
- Q43. For various demolition sequences, how much water will be required to be removed from the existing lines? Will the contractor be able to dump the removed water into the nearest storm drain?

- A43. San Vicente First Pipeline (SV1) contains approx 1.63 MG of raw water between the Lakeside Valve Station and the San Vicente reservoir. San Vicente Second Pipeline (SV2) contains approx. 2.05 MG of raw water between the Lakeside Valve Station and the San Vicente reservoir. Water discharge shall be per Construction General Permit for stormwater discharges from construction activities. However, Contractor to coordinate with Construction Manager and Public Utilities Department 2 weeks prior for possible coordination of raw water usage.
- Q44. Referencing specification section 40 27 00-3.16.A, please provided the missing supplemental specification section 40 27 00.01 'Special Provisions for Steel Cement Mortar Lined and Tape Coated and Mortar Coated (CML&TCMC)'.
- A44. Refer to Section 209 of the Supplementary Special Provisions. See revisions to technical specification 40 27 00 per this Addendum C.
- Q45. Addendum A Q&A #10 does not provide clarity on which bolt patterns the contractor is required to use at the various valve connections. This has a significant cost implications on both the valve and connection accessories required to complete the system installation. Please revise the valve schedule and associated specifications to clearly indicate the flange rating required. Keeping in mind that working pressures up to 250psi can be achieved with ductile iron ANSI 125# flanges.
- A45. Unless otherwise noted, flanges shall be per Table 212-2.3 of the Greenbook (2021). The valve Design Pressure shall be the Pressure Rating defined in the Process Valve Schedule in M-003. The pipe Design Pressure shall be Test Pressure as defined in the Process Pipe Material Schedule in M-002. If the Design Pressure or specified flange Class of a valve differs from the mating pipe, the higher Design Pressure of the two shall govern, and both flanges shall be of the same drilling pattern for mating.
- Q46. Is the City/District supplying the Geotechnical Testing, Structural Testing, Compaction Testing, Concrete Testing etc. or is it the responsibility of the General Contractor?
- A46. The City shall provide inspection.

- Q47. Key Note 13 on C-105 - Is there a view or detail from SDG&E for this new Connection? Should we assume SDG&E will also run the piping to the meter from the hot tap in the street?
- A47. For the gas line, SDG&E shall be responsible. Contractor to coordinate with SDG&E. An allowance Bid item for SDG&E has been provided per this Addendum C. For electrical lines, Contractor shall be responsible for trenchwork, conduit, duct banks, and all other preparation for connection. Contractor shall coordinate with SDG&E to insert their wiring and make their final connections. See revisions to Technical Specifications 01 31 13 per this Addendum C.
- Q48. Is there an allowance for SDG&E to move the Gas and Electrical lines shown on C-105? Who is responsible for this?
- A48. For the gas line, SDG&E shall be responsible. Contractor to coordinate with SDG&E. An allowance Bid item for SDG&E has been provided per this Addendum C. For electrical lines, Contractor shall be responsible for trenchwork, conduit, duct banks, and all other preparation for connection. Contractor shall coordinate with SDG&E to insert their wiring and make their final connections. See revisions to Technical Specification 01 31 13 per this Addendum C.
- Q49. Dwg M-002 (Sheet 088/172) The RW-2, 5 & 6 requires all the diameters (68", 66", 48" and 24") to be 1/2" t, Yet, the 36" RW-4 has the same working and test pressures of 175/220 psi respectively as does the RW-2, 5 & 6 lines, and the 36" RW-4 is 3/8" t. We request to change all or some of the 48", 36" and 24" diameters to 3/8" t. The allowable working pressures for the 3/8" t x 48", 36" and 24" cylinders are 270, 356 and 524 psi respectively.
- A49. Pipe Steel thicknesses shall be as shown on the contract documents. No changes will be made to steel thicknesses.
- Q50. Specifications Section 01 31 13 1.02 B 2 a. - States the SDG&E will relocate 10" and 2" HP Gas Mains, Where is the 10" HP Gas main?
- A50. See updated Technical Specification 01 31 13 per this Addendum C.

- Q51. Is there a Traffic Control Plan to get the 8" Storm Drain Line installed and tied into the Los Coches Creek Culvert? It appears that line would cross Woodside Ave and into Cactus Street. C-105 Key note 2.
- A51. Traffic Control Plans have been revised to include connection to Los Coches Creek. See revisions per this Addendum C.
- Q52. Referencing drawings C-105, M-303 and M-302. It appears that the sumps in Valve Vaults LVS-002, 003, and 004 are lower than the trench drain shown in section D-M302. Please confirm the invert elevations of the drains as they leave the valve vaults and the invert elevations as they enter the sidewall of the Valve Station.
- A52. Invert elevation of the trench drain tie-in point is 393.74 as shown on Sheet S-101. Details A, B, and C on Sheet M-303 (lowest sumps) show an invert elevation of 394.67'.
- Q53. Referencing drawing C-504, it does not appear that any existing utilities are shown on Woodside Avenue. Please provide as-built or a number of assumed utilities the contractor should assume for the storm drain discharge installation from the Valve Station Site to the Los Coches Creek Channel. In addition, please confirm the beginning invert at the Modular Wetland 399.3' and the tie-in at Los Coches Creek Channel 397.50'.
- A53. All known utilities are shown on G-101. Contractor shall field verify number and location of all existing utilities in the work area.
- Q54. Referencing drawing C-501 Contractor Notes number 1 and drawing C-504. Per SDRSD-G24B General Note 5 we are to reinstate the AC section with +1" of the existing, please provide the existing thickness of the asphalt on Woodside Ave.
- A54. The existing pavement thickness is 5". Refer to Detail 1, Drawing C-501.
- Q55. Reference sheet 41392-062-D, structural drawing S-009, Detail 4, section X, concrete topping is required over the metal deck however no mention of concrete topping in the roofing on sheet 41392-048-D architectural drawing A-501, details 1, 2, 3, 4, 5, 6, 7 and 9. Please confirm concrete topping over the metal deck is not required.

- A55. Typical detail 4 on S-009 is not requiring concrete fill. It is a typical detail that covers both the max opening size in the metal deck when there is concrete fill and where there is no concrete fill. Any opening that exceeds the dimensions in the typical detail would need to be specially detailed. There is no concrete fill over the metal deck as indicated on the Roof Plans on Sheets S-105 and S-106.
- Q56. Please note that the subject project Grading Plan C-103, doesn't show the existing contours inside the valve structure perimeter. Could you please provide Grading plan with the existing contours covering the whole job perimeter. Also, if you could make available the 3D CAD files for the project grading with the existing and proposed geometry and contours or surfaces.
- A56. Please refer to Sheet G-101 for existing contours inside the valve structure. CAD files will not be provided.
- Q57. Referencing Sheet 41392-040-D, Drawing A-101, the north wall of the Workroom building shows window "D" but there is no window "D" in the schedule on Sheet 41392-053-D, Drawing A-602. Please confirm window "D" is not required.
- A57. "D" is shown on Louver Schedule on A-602.
- Q58. Referencing Sheet 41392-053-D, Drawing A-602, window schedule requires 5 5/8" thickness for aluminum windows. Please confirm thickness of windows if window material is to meet the Specification Section 08 51 23 requirement for Steel Windows.
- A58. Confirmed.
- Q59. Referencing Sheet 41392-053-D, Drawing A-602, window schedule requires 3/8" thick tempered glazing for window ID "B" and "C". Please confirm glazing thickness for exterior windows ID "A".
- A59. Insulating glass for window type A is 1" thick and as shown on drawing for window type A on A-602 and as noted in Technical Specification 08 80 00 Glazing, Section 2.09.
- Q60. Referencing Sheet 41392-053-D, Drawing A-602, Remark 4 requires horizontal and vertical muntin bars. Is this a grid within the glass to give the appearance of grid? Please confirm location for the horizontal and vertical muntin bars.

- A60. Horizontal and Vertical bars are shown on drawings for window type A on A-602. Locate bars equal distance both vertical and horizontal.
- Q61. Referencing Specification Section 08 51 23, Part 2 Products, 2.01 Glass Products, General, "C" Windborne-Debris-Impact Resistance, a test to be provided. Would a factory report suffice for the requirement to be met?
- A61. Factory report meeting requirement is sufficient.
- Q62. Referencing Specification Section 08 51 23, Part 2 Products, 2.01 Glass Products, General, "D" Thermal and Optical Performance Properties, please confirm factors to be met.
- A62. The requirements are to provide manufacturer's published test data that meet the test requirements of paragraph 2.01.D.1, 2.01.D.2, and 2.01.D.3 of Technical Specification 08 51 23.
- Q63. Referencing drawing M-501 Detail 4, Specification sections 40 05 15 and 09 97 00. Detail 4 does not designate the finish requirements for the steel support, please designated which System number in 09 97 00 these supports are to be coated with. In addition, Section 40 05 15 notes all anchors to be 316SS, detail 4 notes galvanized anchors, please clarify the anchor material to be used.
- A63. Anchors shall be 316SS per Technical Specification 40 05 15, 2.01, D. See updated Sheet M-501 per this Addendum C. Supports shall be galvanized steel or precoated steel per Table 1, Technical Specification 40 05 15. Precoated steel shall be Coating System No. 29, Fusion Bonded Coating per Technical Specification 09 97 00, as required by Table 1, Note 1, Section 40 05 15. See updated Technical Specification 40 05 15 per this Addendum C.
- Q64. Per traffic control plans, there are 7 stages for the demo and construction work that needs to be done for onsite construction. After the 7 stages are complete, is traffic control allowed to be utilized for the work required to complete curb/gutter, sidewalks, landscaping etc?
- A64. Yes, Contractor to coordinate.
- Q65. We will have numerous subcontractors on the project, some of which will meet DBE requirements. Typically small subcontractors can't provide \$5M/\$10M in coverage. Can the general contractor determine the limits of insurance required by subcontractors based on scope and size of contract?

- A65. The general liability insurance requirements of this solicitation are requirements for the Prime Contractor. It is the Prime Contractor's responsibility to ensure that their subcontractors carry acceptable General Liability insurance limits.
- Q66. Some of the mechanical piping in the Vaults reduce down from 48" to 42.5" that use pipe supports referring to detail 4/ Sheet M-501. Please provide information on the dimensions for the 42.5" pipe supports.
- A66. Contractor to field verify measurements of existing pipe. Per Technical Specification 22 05 29, 1.05, B, Contractor to submit fabrication details signed and sealed by a qualified professional engineer.
- Q67. In Attachment D section 12.8 Federal Agencies. The US Department of Commerce website for the Los Angeles district is no longer allows posting of opportunities, it appears this option was removed from the site years ago and has not been replaced. Can you please confirm this requirement is not applicable?
- A67. The bidder is not required to post on the MBDA website. However, bidder is required to provide documentation that the local MBDA offices or web site was notified of contracting bid opportunity.
- Q68. In the response to Q3 in addendum no.1 regarding laydown and storage location, the response seems to be contradictory. Sentence 1 states two laydown yards were evaluated by the City of San Diego at NO COST to the Contractor. Sentence 2 states, final selection and obtaining any permits, leases, or other items needed to use storage/staging areas shall ultimately be the Contractors responsibility and shall be at the Contractor's cost. Which sentence is true? Is the City providing cost reimbursement for one of the two laydowns chosen for the project? Is the City proving permitting as needed? Has the City determined if leases will be needed for each of these properties and if so have the leases been presented to the respective land owner?
- A68. Both sentences are correct. Per Addendum A, A3, Sentence 1, page 3, the laydown locations were *evaluated* at no cost to the Contractor. Both locations are City of San Diego property and can be used free of cost within the restraints provided in the evaluations. However, final selection of the Contractor's storage and staging areas shall continue to remain Contractor's means and methods and they may elect to choose or use other locations. If they do so, Contractor shall be fully responsible for those other locations.

- Q69. Please clarify the maintenance period for the landscaping.
- A69. Plant Establishment Period is 90 Calendar Days per note 5 of the General Notes on Sheet L-101.
- Q70. There doesn't appear to be any specifications relating to landscaping, please confirm that all information relating to the landscaping can be found and address on the drawings provided.
- A70. Refer to Note 1 of the General Notes on Sheet L-101 which refers to applicable standards and specifications. No additional Technical Specifications were provided for landscaping.
- Q71. Reference sheet 41392-091-D, Drawing M-102 and sheet 41392-104-D, Drawing M-507, Detail 2 removable steel cover plate, is this checkered plate or smooth finish?
- A71. Removable steel cover plates to be diamond tread. See updated Technical Specification 05 50 00 per this Addendum C.
- Q72. Reference sheet 41392-053-D, Drawing A-602, Room Finish Schedule, Floor finish F1 requires Polyurethane Sealer but Specification Section 09 97 00 Special Coatings 3.07 Protective Coatings Systems and Application Schedule, L. System No. 21 Skid-Resistant—Concrete requires Epoxy Nonskid (Aggregated) 1 coat, 160 SFPG. Please Confirm Concrete floor finishes.
- A72. Technical Specification 09 97 00 Special Coatings 3.07 Protective Coatings Systems and Application Schedule, L. System No. 21 shall be used for exterior concrete slab on grade/walking surfaces. See updated Technical Specification 09 97 00 per this Addendum C. For inside the building, use Technical Specification 09 91 23 and per finish schedule.
- Q73. There is a reference to SCADA but does not delineate between the central SCADA system and the local Control System. Does the scope of work include modifications to the District's Office SCADA system or is that to be performed by Others?
- A73. Contractor shall be responsible for local control system at Lakeside Valve Station. Modifications to the SCADA at Alvarado Water Treatment Plant is to be performed by the City. However, Contractor shall

coordinate with Public Utilities Department in order to ensure proper communication between local and central SCADA system in accordance with the Technical Specifications. Collaboration and cooperation will be required from the Lakeside Valve Station Systems Integrator to verify the agreed memory map allocation between the Local Valve Site PLC and the City's Remote Alvarado SCADA HMI, including establishing communications and testing of both the fiber optic as well as cellular communications paths between the two sites.

Q74. If the District's SCADA system modifications are included, what is the host platform?

A74. Modifications to the SCADA at Alvarado Water Treatment Plant is to be performed by the City. However, the communication platform between locations is Wonderware Intouch v2020.

Q75. There is a requirement to temporarily relocate some of the existing controls. Is there documentation on the extent of the existing controls?

A75. There are three existing SCADA cabinets located within the Lakeside Pumping Plant. No documentation was found for the existing SCADA cabinets except that some components of these cabinets do serve the existing main control valves within the existing Lakeside Valve Station, Valves J and P. The Contractor shall coordinate with the City for the relocation of these cabinets and shall coordinate with City in determining what signals are critical for maintaining control over the existing Lakeside Valve Station until the new Lakeside Valve Station is brought online. Control and Monitoring of the existing Lakeside Valves will be critical. Timing and coordination for relocation and cut-over of the control cabinets will also need to be further coordinated in conjunction with Alvarado Plant Operations. City Public Utilities Department, Instrumentation & Control, will facilitate and coordinate meeting and discussion with Alvarado Plant Operations as needed.

Q76. There are multiple QA/QC tests involved for the Plunger Valve and Triple Offset Butterfly Valve Castings, including hold point and witness tests. Please confirm that the travel costs and related logistics for the witnessing engineer/owner will not be the burden of the contractor or supplier.

A76. Confirmed.

- Q77. Due to the fact the project is for potable water, and per California law, please confirm all valves (as a unit) shall be certified to meet/exceed NSF61/372. There appears to be some variations in the specification.
- A77. NSF/ANSI 61 and NSF/ANSI 372 certification for valves (as a unit) shall apply to all valves. Anything in contact with raw or potable water shall be compliant with NSF/ANSI 61 and NSF/ANSI 372.
- Q78. For ball valves 24" and larger, specification 40 27 02 section 2.04 C.1.c point (d) requests the ball valve body to come with legs to support the valve and actuator weight. Since the ball valve and plunger valve are also relatively heavy valves, please confirm if the ball valves have the same support as plunger valve per M-508, or just let the valve sit on the concrete pad per M302?
- A78. Ball valve shall rest on concrete pad per Detail 2, S-509 and shall be supported on each flange per detail 4, M-501. See Note 23 on Sheet M-301.
- Q79. The scale of the W257 is drawn as a 4-pair W257 and roughly 20' in length. Is it the engineer's intent to accommodate the given amount of differential settlement over that 20' space, or to utilize a Victaulic 4-pair W257 joint. Per their submittal, the 4-pair joint has a lay length of 13' 9.5". Please confirm the called for amount of differential settlement these joints are expected to accommodate- 4", 6", etc
- A79. The W257 joints shall be designed to accommodate 4-inch differential settlement. See revisions to Technical Specification 40 27 01 per this Addendum C.
- Q80. Would the Victaulic style 232 restrained sleeve-type coupling be accepted in replacement of the Victaulic style 233?
- A80. These may be acceptable. Contractor shall submit substitution request during submittal phase in accordance with the Contract Documents.
- Q81. Specifications 409100 show only 4 pressure gauges and pressure transmitters (401,402,403,404) on train 4 but the drawings (M-101) show a quantity of 5. please confirm the quantity.
- A81. Train 4 includes pressure gage/transmitter tag number PIT-001 in addition to PI/PIT-401, PI/PIT -402, PI/PIT -403, and PI/PIT -404.

- Q82. Please confirm all 5 new Vaults on River Street are to have Precast bases.
- A82. Yes, all new vaults are precast bases per design. However, Contractor has the option to also cast-in-place at no additional cost to the City. If Contractor elects to do so, they shall submit design drawings and calculations, signed and stamped by professional engineer, for the cast-in-place base design in accordance with the Contract Documents. Contractor shall ensure all design requirements are met.
- Q83. There is no specs regarding BMP/Erosion Control, is one to be provided?
- A83. See Sheet C-106 and 2021 Whitebook Part 10, Section 1000 and Section 1001.
- Q84. The traffic control plans extend to a certain location, however, there is certain work that extends past the limits provided. Is each traffic control stage allowed to be adjusted to those necessary limits needed to complete the work during those specific stages?
- A84. See revised Traffic Control Plans per this Addendum C. Any adjustments made shall be coordinated with Construction Manager, County of San Diego, and surrounding properties/businesses and shall be ultimately approved through the County Traffic Control Permit.
- Q85. Please confirm the contractor can work around the clock during shutdowns.
- A85. Normal Working Hours per Supplementary Special Provisions Section 1-2 shall be from 7:00 AM to 5:00 PM. However, work required in the County Right of Way shall be specified in the Traffic Control Plans and ultimately approved by the Traffic Control Permit. See changes to Section 1-2 on page 6 of this Addendum C. Work outside normal working hours shall be per 2021 Greenbook and Whitebook Section 6-1.3, "Work Outside Normal Working Hours".
- Q86. Detail 3 on sheet M-502 for the Blow Valve Assembly doesn't list pipe material. Please confirm the pipe material is steel for this assembly.
- A86. Blow-off pipe material and coating shall be the same as the mainline per Detail 3, Sheet M-502 Note 5. See revisions to Sheet M-502 per this Addendum C.

- Q87. The plans call out for thrust restraint in two locations per details on sheets M-502 and M-506. Is there going to be any need for temporary thrust restraints shown on the attached PDF's markups for phase 1, 2, 3, and final. Is the existing RCC pipe going to withhold the forces as highlighted? The section 01 11 00 - 1.01 call out is for the thrusts details on sheets M502 and M506. Please confirm no other thrust restraints are required.
- A87. The attachments and the power point presentation were presented to city staff as a conceptual/planning level document. This is not a prescriptive document. Temporary thrust restraint requirements are dependent on contractor sequencing plans. Contractor shall submit construction sequencing plan that includes thrust restraint design for review during submittal process, as shown in updated Technical Specification 01 31 13 and 01 11 00 per this Addendum C.
- Q88. The existing San Vicente PL2 water line seems to be slip joint 48" RCC pipe. Reinforced Concrete Cylinder pipe. As such, the thrust restraints called out in the demolition Power Point and in section 01 11 00 1.1 need to be designed. Please provide water flows to calculate the thrust or better yet, please design a thrust block to accommodate the 48 in San Vicente Pipeline.
- A88. The existing San Vicente PL2 water line pipe material is RCSC (reinforced concrete steel cylinder). The attachments and the powerpoint presentation were presented as a conceptual/planning level document and was provided only as a sample as stated in Attachment E SSP, Section 6-1.2.1. This is not a prescriptive document. Temporary thrust restraint requirements are dependent on contractor sequencing plans. Contractor shall submit construction sequencing plan that includes thrust restraint design for review during submittal process, as shown in updated Technical Specification 01 31 13 and 01 11 00 per this Addendum C.
- Q89. Section 31 50 00-2.01 requires encasement for soldier piles. Since the piles are required to be encased can they be left in place and remove only the top 3' below grade in lieu of pulling the piles when the shoring is completed? Can this method be used on site and in the street for the utility work?

- A89. The method of shoring is to be selected and designed by the Contractor. If soldier piles are selected and are encased, they can be left in place and the top 3 feet removed if on the project site. All shoring shall be removed for work in the street.
- Q90. Drawing C-105 has a 2" HP Gas line that crosses over multiple new utility lines and the new 48" Raw Water lines on River Street (which I have attached and highlighted). The Drawings also state that 20' of this 2" HP Gas Line is to be relocated by SDG&E. Please confirm that the whole length of the gas line on River Street that crosses over new pipes and is also highlighted on the attached C-105 Drawing will also be relocated by SDG&E.
- A90. The existing 2" HP Gas line on River street is not to be replaced in its entirety. Contractor shall protect in place. The 20 feet of existing 2" gas line shall be rerouted to avoid conflict with new vault as shown on Sheet C-105.
- Q91. Can you please define the "PLC equipment is being provided under a proprietary sole-source agreement..."? Is it everything in the PLC panel? Is it just the Schneider components? Is the city providing the components?
- A91. Contractor responsible for providing all equipment. See revision to Technical Specification 40 90 07 per this Addendum C.

A. CLARIFICATIONS

1. The document "g) Addendum to the Historic Property Identification Report in Support of the Lakeside VS" was revised to include clarifications on Area of Potential Effect (APE). Refer back to link provided in Section 3-9:

https://drive.google.com/drive/folders/1kwRI5e8gDZhR4a2pUXkGJOaK510bVPWF?usp=share_link

B. ADDENDUM

1. To Addendum A, Section G, Supplementary Special Provisions, item 1, Section **3-9 TECHNICAL STUDIES AND SUBSURFACE DATA**, item 5, page 9, **ADD** the following:
 - h) As-Built Data and Record Documents.

C. NOTICE INVITING BIDS

1. To Section 3, Estimated Construction Cost, page 7, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is: **\$38,500,000.**

D. SUPPLEMENTARY SPECIAL PROVISIONS

1. To **Section 1 - GENERAL, TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS**, Subsection 1-2, Terms and Definitions, page 127,

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

Holiday	Observed On
Juneteenth	June 19

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

Normal Working Hours - Normal Working Hours shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours in the County Right of Way shall be specified on the approved County Traffic Control Permit.

ADD the following:

111. **Construction Manager** - The Construction Manager will be the representative of the City authorized to advise the City on construction matters related to the Contract. The City has delegated its authority to the Construction Manager, under supervision of the City Resident Engineer, to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance, and rate of progress of the Work under the Contract. The Construction Manager interprets the

Contract Documents and makes initial decisions with respect to the Contractor's fulfillment of the Contract obligations and the Contractor's entitlement to compensation.

2. To **Section 3 - CONTROL OF THE WORK**, Sub-section 3-10.2 Survey Services Provided by the Contractor, page 128, **ADD** the following:
 3. The approved and licensed surveyor shall maintain a surveyor's log of control and other survey work. Ensure this log available for reference. On completion of foundation walls, key pad elevations, major site improvements, and other work requiring field-engineering service, you shall submit a certified survey showing dimensions, locations, and elevations. You shall engage a land surveyor registered in the State of California and shall submit qualifications per Technicals 01 33 00, SUBMITTAL PROCEDURES, sub-section 1.04 Informational Submittals. Record any deviations from the design grade and profiles and advise the Engineer when deviations exceed industry standard. On Record Drawings, record deviations that are accepted and not need of correction. You shall correct deviations that are not accepted by the Engineer.
 4. In addition to the requirements of Supplementary Special Provisions, Section 3-10.2, item 2, sub-section c, the approved and licensed surveyor shall specifically locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels for mechanical and electrical work. They shall also locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
3. To **Section 6 - PROSECUTION AND PROGRESS OF WORK**, Subsection 6-1.1, Construction Schedule, page 139, **ADD** the following:

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, Cost Loaded Construction Schedule (Schedule), sub-section "o", **DELETE** in its entirety and **SUBSTITUTE** with the following:

 - o) The Schedule shall include procurement related activities which lead to the delivery of permanent materials to the Site in a timely manner. Procurement activities include

activities such as preparation of Shop Drawings and Working Drawings, review and acceptance of Shop Drawings and Working Drawings, materials fabrication, materials delivery, and etc. as appropriate. You shall ensure that the schedule for Construction Phase 1 takes into account and includes the lead times for the procurement of all pipe and appurtenances materials needed for this phase.

4. To **Section 6 - PROSECUTION AND PROGRESS OF WORK**, Subsection 6-1.2.1, Construction Phasing, page 139, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6-1.2.1 Construction Phasing. To the "WHITEBOOK", ADD the following:

3. The Lakeside Valve Station shall be fully functional from November 1, 2023 through November 18, 2023 and from October 6, 2024 through April 29, 2025. No system shutdowns will be allowed during these periods. If a shutdown is critical to your construction operations during the period of October 6, 2024 through April 29, 2025, you may submit a request 30 Working Days prior. The request will be evaluated at the discretion of the City on a case by case basis and its approval shall be dependent on the extent of the shutdown and review of any potential risks associated in bringing the system back in operation. If a shutdown is approved, you will be responsible for any and all costs incurred by the City to make it possible. No compensation will be made if a system shutdown during these time periods is not granted to the Contractor.
4. A sample construction sequence has been prepared for this project. You are still responsible for your construction phasing in order to complete all the project Scope of Work within the allotted Working Days specified in the Contract Documents.

<https://drive.google.com/drive/folders/1kwRI5e8gDZhR4a2pUXkGJOaK510bVPWF?usp=sharing>

5. To **TECHNICALS**, Division 01, SECTION 01 11 00, Summary of Work, Part 1 - General, Subsection 1.01 Work Covered by Contract Documents, letter A, item 10, page 9, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 10. Construction of thrust restraints. Construction of temporary and/or permanent thrust restraints are dependent on Contractor's submitted and approved construction sequencing plan. Refer to Technical Section 01 31 13, subsection 1.01 B.

6. To **TECHNICALS**, Division 01, SECTION 01 31 13, Project Coordination, Part 1 - General, Subsection 1.01 Submittals, page 19, **ADD** the following:
 - B. Construction Sequencing Plan.

The Contractor shall submit a construction sequencing plan for each major milestone four weeks prior to any scheduled shutdown. Any shutdown shall be scheduled with the City of San Diego. Each construction sequencing plan shall include contingency procedures to prevent a scheduled shutdown from exceeding the maximum duration. The construction sequencing plan shall include any temporary shoring or temporary thrust restraints due to excavations or Contractor's planned sequence of construction activities. Prior to any shutdowns, temporary thrust restraint plans, details, and calculations shall be submitted for approval with the construction sequencing plan and shall be signed and stamped by a licensed professional engineer registered in the state of California.

7. To **TECHNICALS**, Division 01, SECTION 01 31 13, Project Coordination, Part 1 - General, Subsection 1.02 Related Work At Site, letter B, item 2, Work to be performed by San Diego Gas & Electric, sub-letter a, page 19, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - a. Establish new connection from existing 2" HP gas line to gas meter. Existing gas service lines to be relocated by SDG&E. All coordination to be performed by the Contractor.

8. To **TECHNICALS**, Division 01, SECTION 01 31 13, Project Coordination, Part 1 - General, Subsection 1.12 Project Milestones, letter B, item 5, page 22, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 5. Isolate and dewater SV2 pipeline from the existing Lakeside Valve Vault at existing Valve R (Valve R is reported to be inoperable and in the open position), replace SV2 to nearest joint with vault and manway access and connect to new Lakeside Valve Station where shown in the contract drawings.

9. To **TECHNICALS**, Division 01, SECTION 01 45 33, Special Inspection, OBSERVATION, AND TESTING, Part 3 - Execution, Subsection 3.01 General, letter C, page 65, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 - C. Notify CONSTRUCTION MANAGER in advance of required Special Inspection and Professional Observation no later than 72 hours prior to date of Special Inspection and Professional Observation.

10. To **TECHNICALS**, Division 01, SECTION 01 50 00, Temporary Facilities And Controls, Part 3 - Execution, Subsection 3.07 Cleaning During Construction, page 65, **ADD** the following:
 - E. The contractor shall provide a self-loading motorized street sweeper equipped with water spray system. The sweeper shall clean all streets impacted by construction activities daily and haul routes as required but no less than weekly.

11. To **TECHNICALS**, Division 05, SECTION 05 50 00, Metal Fabrications, Part 2 - Products, Subsection 2.06 Removable Steel Cover Plates, page 333, **ADD** the following:
 - F. Steel cover plates shall have a diamond plated surface.

12. To **TECHNICALS**, Division 09, SECTION 09 97 00, Special Coatings, Part 3 - Execution, Subsection 3.07 Protective Coatings Systems And Application Schedule, letter L System No. 21 Skid-Resistant—Concrete, item 1, page 531, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 1. Use on the following items or areas:
 - a. Exterior concrete slab on grade / walking surfaces.

13. To **TECHNICALS**, Division 26 – Electrical, SECTION 26 32 13.13 Diesel-Engine-Driven Generator Sets, Part 1 – General, Subsection 1.02 Summary, letter A, page 897, **ADD** the following:
 8. Passive Diesel Particulate Filter.
14. To **TECHNICALS**, Division 26 – Electrical, SECTION 26 32 13.13 Diesel-Engine-Driven Generator Sets, Part 2 – Products, page 899, **ADD** the following:

2.11 PASSIVE DIESEL PARTICULATE FILTER (DPR).

A. Description:

1. Diesel particulate filter with continuous regenerating technology passive system consisting of an oxidation catalyst in direct series with a ceramic filter element or elements in a painted carbon steel housing. The filter shall include a critical grade silencer.

a. Full Load Emissions Data:

- 1) HC Exhaust Component: Diesel Particulate Filter Emissions (g/bhp-hr) = 0.012 for 70% HC reduction.
- 2) CO Exhaust Component: Diesel Particulate Filter Emissions (g/bhp-hr) = 0.162 for 80% CO reduction.
- 3) NOx Exhaust Component: Diesel Particulate Filter Emissions (g/bhp-hr) = 4.16 for 0% NOx reduction.
- 4) PM Exhaust Component: Diesel Particulate Filter Emissions (g/bhp-hr) = 0.012 for 85% PM reduction.

- ### B. Diagnostic Module (Datalogger and Monitor):
- The diagnostic module monitors and logs the operation of the DPF and provides output signals with regeneration is

needed soon, when regeneration is required immediately, and when regeneration is complete. Includes ethernet port for remove monitoring of the status of the filters with both digital and analog outputs for remote monitoring.

- 15. To **TECHNICALS**, Division 26 – Electrical, SECTION 26 32 13.13 Diesel-Engine-Driven Generator Sets, Part 2 – Products, Subsection 2.02 Performance Requirements, letter E, page 900, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- E. Engine Exhaust Emissions: Comply with EPA Tier 3 requirements and applicable state and local government requirements.

- 16. To **TECHNICALS**, Division 40 – Process Interconnections, SECTION 40 05 15 Pipe Support Systems, Part 3 – Execution, Subsection 3.03 Supplements, Table 1, Note 1, page 1077, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- 1. Precoated steel to be fusion bonded epoxy.

- 17. To **TECHNICALS**, Division 40 – Process Interconnections, SECTION 40 27 00 Process Piping - General, Part 3 – Execution, Subsection 3.16 Supplements, letter A, page 1092, **DELETE** in its entirety and **SUBSTITUTE** with the following:

- A. The supplements listed below are a part of this Specification:

Attachment E SSP Section 209	Special Provisions for Steel Cement Mortar Lined and Tape Coated and Mortar Coated (CML&TCMC)
40 27 00.08	Stainless Steel (SST) Pipe and Fittings
40 27 00.10	Polyvinyl Chloride (PVC) Pipe and Fittings

- 18. To **TECHNICALS**, Division 40 – Process Interconnections, SECTION 40 27 01 Process Piping Specialties, Part 2 – Products, Subsection 2.06 Dynamic Movement Joint, letter A, page 1102, **ADD** the following:

- 5. Dynamic movement joint shall be designed to accommodate up to 4-inches of settlement.

- 19. To **TECHNICALS**, Division 40 – Process Interconnections, SECTION 40 90 07 Scope of Work, Part 1 – General, Subsection 1.1, letter A, item 3, page 1230, **DELETE** in its entirety.

20. To **TECHNICALS**, Division 41 – Material Processing and Handling Equipment, SECTION 41 22 13.13 Overhead Cranes, Part 1 – General, Subsection 1.01 Description, letter B Design Summary Table, row “Hoist Speeds”, page 1297, **DELETE** in its entirety and **SUBSTITUTE** with the following:

Hoist speeds:	3.1 to 20 FPM
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21. To **TECHNICALS**, Division 41 – Material Processing and Handling Equipment, SECTION 41 22 13.13 Overhead Cranes, Part 2 – Products, Subsection 2.02 Equipment, letter A, sub-item 4 and 5, page 1299, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. Four step upper and lower cam / geared type limit switch shall be provided. Limit switch shall provide upper and lower limit stopping, and hoist slow down prior to reaching upper and lower limit for VFD controlled Hoists.
5. Hoist and trolley motors shall be TENV or TEFC AC INDUCTION TYP Single Winding designed for variable speed VFD Inverter duty.

E. ADDITIONAL CHANGES

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

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

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
<u>Main Bid</u>	<u>237110</u>	<u>SDG&E Fee Allowance (EOC Type I)</u>	<u>AL</u>	<u>1</u>	<u>701-2</u>	<u>100,000</u>

F. PLANS

1. The Drawings have been modified as follows:

Discipline Code	Sheet Number	Type of Modification
G-001	41392-001-D	Sheet Revision
G-002	41392-002-D	Sheet Revision

Discipline Code	Sheet Number	Type of Modification
C-101	41392-018-D	Sheet Revision
C-104	41392-021-D	Sheet Revision
C-105	41392-022-D	Sheet Revision
C-501	41392-025-D	Sheet Revision
CP-101	41392-030-D	Sheet Revision
A-002	41392-038-D	Sheet Revision
A-204	41392-047-D	Sheet Revision
A-602	41392-053-D	Sheet Revision
S-011	41392-064-D	Sheet Revision
M-101	41392-090-D	Sheet Revision
M-103	41392-092-D	Sheet Revision
M-104	41392-093-D	Sheet Revision
M-105	41392-094-D	Sheet Revision
M-301	41392-095-D	Sheet Revision
M-303	41392-097-D	Sheet Revision
M-501	41392-098-D	Sheet Revision
M-502	41392-099-D	Sheet Revision
M-507	41392-104-D	Sheet Revision
E-104	41392-129-D	Sheet Revision
E-209	41392-138-D	Sheet Revision
E-602	41392-145-D	Sheet Revision
E-603	41392-146-D	Sheet Revision
E-604	41392-147-D	Sheet Revision

Discipline Code	Sheet Number	Type of Modification
E-606	41392-149-D	Sheet Revision
E-701	41392-150-D	Sheet Revision
E-712	41392-161-D	Sheet Revision
T1	41392-T1-D	Sheet Revision
T2	41392-T2-D	Sheet Revision
T3	41392-T3-D	Sheet Revision
T4	41392-T4-D	Sheet Revision
T5	41392-T5-D	Sheet Revision
T6	41392-T6-D	Sheet Revision
T7	41392-T7-D	Sheet Revision
T8	41392-T8-D	Sheet Revision
T9	41392-T9-D	New Sheet
T10	41392-T10-D	New Sheet
T11	41392-T11-D	New Sheet
T12	41392-T12-D	New Sheet

See hyperlink:

https://drive.google.com/drive/folders/1zUcmCN5clYepu4BQV-O_gLIZvIS0hKPw?usp=sharing

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *April 4, 2023*
San Diego, California

RA/MJN/rs

Bid Results

Bidder Details

Vendor Name J. R. Filanc Construction Co., Inc.
Address 740 N. Andreasen Drive
Escondido, California 92029
United States
Respondee Bob Zaiser
Respondee Title Vice President
Phone 760-941-7130
Email bids@filanc.com
Vendor Type CADIR
License # 134877
CADIR 1000001631

Bid Detail

Bid Format Electronic
Submitted 04/14/2023 1:59 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 327120

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
02 Contractors Cert of Pending Action.pdf	02 Contractors Cert of Pending Action.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
03 Mandory Disclosure of Business Interests.pdf	03 Mandory Disclosure of Business Interests.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
04 Prime Debarment Form.pdf	04 Prime Debarment Form.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Debarment.pdf	Debarment.pdf	DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)
06 Lobby Disclosure.pdf	06 Lobby Disclosure.pdf	DISCLOSURE OF LOBBYING ACTIVITIES
20230414134955723.pdf	20230414134955723.pdf	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM DBE SUBCONTRACTOR PERFORMANCE FORM
08 GFE Form 4500-4.pdf	08 GFE Form 4500-4.pdf	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM SUBCONTRACTOR UTILIZATION FORM
01 Bid Bond.pdf	01 Bid Bond.pdf	Bid Bond

Subcontractors

Showing 14 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Allied Steel Company 1027 Palmyrita Ave. Riverside, California 92507	Misc Metals and Structural Steel	164718	1000006550	\$900,000.00	
American Equipment Systems 900 E. Orangefair Lane Anaheim, California 92801	Bridge Crane	1084182	1000848556	\$327,000.00	CADIR
Best Interiors, Inc. 4395 Murphy Canyon Rd. San Diego, California 92806	Stucco	504013	1000000062	\$350,000.00	
Cecilia's Safety Service, Inc. 1211 Distribution Way Vista, California 92081	Traffic Control, WBE	787634	1000012757	\$85,000.00	DBE, SDB, WBE, CADIR, SLBE, FEM, CAU, Local
Farwest Corrosion Control Company 12029 Regentview Avenue Downey, California 90241	Cathodic Protection, MBE	248232	1000000051	\$112,000.00	CADIR, MBE, MALE, AFR
Golden Empire Concrete Products, Inc. 8261 McCutchen Road Bakersfield, California 93311	Precast, WBE	774870	1000000308	\$339,000.00	WBE, CADIR, WOSB, CAU
INTEGRITY REBAR 1345 NANDWA AVE PERRIC, California 92571	Rebar, MBE	533729	1000005302	\$566,326.00	
McMahon Engineering Construction 634 Rock Springs Rd. Escondido, CA., California 92025	Shoring	1009853	1000034207	\$393,000.00	Local
Parada Painting, Inc. 14281 Palisades Drive, Poway, CA, 92064 Poway, California 92064	Coatings	742112	1000004724	\$500,000.00	SDB, CADIR, Local
SealRight Paving, Inc. 9053 Olive Dr. Spring Valley, California 91977	Paving, MBE	364113	1000039542	\$40,000.00	DBE, MBE, CADIR, MALE, LAT, Local
Southern Contracting Co. 559 N. Twin Oaks Valley Rd. San Marcos, California 92069	E&IC	222252	1000002172	\$1,450,000.00	CADIR, Local
Team West Contracting Corporation 1611 Jenks Drive Corona, California 92880	Fence	934352	1000768825	\$285,000.00	MBE, DBE
University Mechanical & Engineering 1168 Fesler Street El Cajon, California 92020	HVAC and Plumbing	460213	1000000468	\$550,000.00	CADIR, Local
Vic Ross's Masonry Inc. 3451 Picwick St. San Diego, California 92102	Masonry	377475	1000008608	\$0.00	Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$43,981,000.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$260,000.00	\$260,000.00	Yes	
2	237110		Field Office Class D	LS	1	\$190,000.00	\$190,000.00	Yes	
3	238910		Sheeting, Shoring and Bracing (Excavation Support Systems)	LS	1	\$1,200,000.00	\$1,200,000.00	Yes	
4	237110		Mobilization and Demobilization	LS	1	\$1,250,000.00	\$1,250,000.00	Yes	
5	238910		Demolition of Existing Facilities, Removal, and Disposal of Hazardous Materials	LS	1	\$1,250,000.00	\$1,250,000.00	Yes	
6	238910		Mass Grading	LS	1	\$1,150,000.00	\$1,150,000.00	Yes	
7	237110		General Civil and Landscaping	LS	1	\$7,200,000.00	\$7,200,000.00	Yes	
8	237110		Lakeside Valve Station and Workroom/Electrical Room/Lavatory	LS	1	\$16,330,000.00	\$16,330,000.00	Yes	
9	238210		Switchgear and Site Electrical	LS	1	\$1,150,000.00	\$1,150,000.00	Yes	
10	238390		Special Coatings	LS	1	\$150,000.00	\$150,000.00	Yes	
11	238210		Solar Photovoltaic System	LS	1	\$56,000.00	\$56,000.00	Yes	
12	237110		Water Pollution Control Plan(WPCP) - Development	LS	1	\$35,000.00	\$35,000.00	Yes	
13	237110		Water Pollution Control Plan(WPCP) - Implementation	LS	1	\$190,000.00	\$190,000.00	Yes	
14	237310		Traffic Control	LS	1	\$320,000.00	\$320,000.00	Yes	
15	237310		Paving, ADA Improvement and Curb and Gutter	LS	1	\$135,000.00	\$135,000.00	Yes	
16	237110		Pipeline Connections, Removal, Replacement, and Abandonment within County Right-of-Way Including Woodside Avenue and River Street	LS	1	\$7,300,000.00	\$7,300,000.00	Yes	
17	238210		Security System (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
18	238210		Controls, Systems Integration	LS	1	\$600,000.00	\$600,000.00	Yes	
19	237110		County of San Diego Permits (EOC Type I)	AL	1	\$65,000.00	\$65,000.00	Yes	
20			Field Orders (EOC Type II)	AL	1	\$5,000,000.00	\$5,000,000.00	Yes	
21	237110		SDG&E Fee Allowance (EOC Type I)	AL	1	\$100,000.00	\$100,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$43,981,000.00
Grand Total	\$43,981,000.00